

EYKON AG: GENERAL TERMS AND CONDITIONS

1. GENERAL

1.1 These terms and conditions ("**Terms**") constitute, together with the purchase order ("**Order**"), the order confirmation of **EYKON AG ("EYKON")** according to Section 1.2 and all the annexes expressly incorporated, the entire contract ("**Contract**") between EYKON and the customer about the supply of Goods and/or the provision of Services. They supersede all prior representations, negotiations, agreements, and other communications relating to the subject matter of the Contract.

1.2 These Terms apply only to customers who are not acting as consumers within the meaning of applicable law. They apply to all orders placed by the customer for the supply of Goods and/or Services, whether such orders are placed under a framework agreement or on an individual basis. Each order constitutes an offer by the customer to enter into a contract, which EYKON may accept or reject at its sole discretion; an order shall only be deemed to have been accepted upon written or electronic order confirmation from EYKON. If the order deviates in any way from these Terms (including cases where the customer refers to its own terms and conditions in the order or elsewhere), such deviation shall be ineffective unless expressly approved in writing by EYKON and the customer's own terms and conditions shall not apply to the subject matter of the Contract.

1.3 For the purposes of the Contract, purchase orders, order confirmations, invoices and other documents issued in connection with an Order are only valid if they are transmitted in writing and/or by electronic means, including but not limited to email, electronic procurement portals or other electronic communication networks.

1.4 In these Terms: (a) "**Goods**" means all products, components, spare parts, equipment, software carriers and related documentation ordered by the customer and supplied by EYKON; (b) "**Services**" means all services provided by EYKON or by third parties engaged by EYKON, including consulting, engineering, project services, installation, commissioning, maintenance, support, training, development, configuration and other work or service contract services; (c) "**Work Products**" means any reports, concepts, documentation, configurations, work products or other deliverables that EYKON prepares for the customer as part of the Services; (d) "**business day**" means a day on which banks are open in Switzerland; and (e) "**Group**", with respect to a company, that company, its subsidiaries and parent companies, and the subsidiaries of such parent company.

2. PRICE

2.1 The price of the Goods and/or Services corresponds to the price stated in the order confirmation. If no price is specified in the order confirmation, the prices are based on the current price list of EYKON. Price lists may be changed by EYKON with a notice period of at least 1 month to the first day of the following calendar month to the customer. Prices may be linked to batch sizes, minimum order quantities, minimum delivery quantities or minimum service volumes; if an order does not meet these requirements, surcharges may apply.

2.2 Unless otherwise stated, all prices quoted are exclusive of sales, value-added or other taxes levied on the sale of the Goods and/or Services ("**Sales Tax**"). If Sales Tax is payable on a service provided under the Contract, EYKON will invoice the customer for this Sales Tax in addition to the price of the Goods and/or Services.

2.3 EYKON shall be entitled to increase the price of the Goods and/or Services by notice to the customer up to thirty (30) days prior to delivery or performance to reflect demonstrable cost increases beyond EYKON's control, including exchange rate fluctuations, increases in taxes and duties, and increases in labour, materials, energy, transportation, manufacturing or procurement costs. If the price increase is more than five percent (5%) of the original price, the customer is entitled to cancel the affected order by written declaration within fourteen (14) days of receipt of the notice.

3. PAYMENT

3.1 EYKON shall be entitled to invoice the customer for any order, partial delivery or partial service at the time of delivery or performance or at any time thereafter.

3.2 The customer shall pay the total amount shown on the invoice without deduction within thirty (30) days from the date of the invoice in cleared funds. **The offsetting of claims of the customer against claims of EYKON is excluded, unless the claim of the customer has been acknowledged in writing by EYKON or has been legally established.** EYKON shall be entitled to offset due receivables from the customer against liabilities to the customer.

3.3 Complaints about the invoice do not release the customer from timely and full payment in accordance with Section 3.2 ("Pay first, dispute later"). The payment is not considered an acknowledgment of the claim. The customer may dispute the invoice within sixty (60) days from the date of the invoice in writing and stating the reasons; EYKON will review the claim within thirty (30) days and will promptly refund any amounts wrongly charged. If no complaint is made in time, the invoice is deemed to have been approved. If EYKON rejects the complaint, the customer reserves the right to assert it in court. In any case, claims under mandatory law are reserved.

3.4 If the customer has not made the payment in accordance with this Section 3 despite a written reminder and a reasonable grace period of fourteen (14) days, all amounts owed by the customer to EYKON under the same contractual relationship shall become immediately due and payable.

3.5 EYKON is entitled to suspend the delivery of Goods and/or the provision of Services in whole or in part or to cancel orders that have not yet been fulfilled if the customer fails to make a payment due despite a reminder; further rights and remedies of EYKON are reserved.

3.6 In addition to EYKON's rights under the Contract, if the customer fails to make payments by the due date, interest shall be payable on all amounts due and payable but not yet paid, from the due date until the date of actual payment. The interest rate is 5% p.a. and is calculated daily. In addition, the customer shall reimburse EYKON for all costs and expenses incurred by EYKON in collecting payments due under the Contract, including reasonable legal costs.

4. GOODS

4.1 Delivery and Acceptance

4.1.1 Unless the parties agree otherwise in writing (text form, e.g. email, is sufficient), the delivery of every Goods order shall be made on a DDP (then-current Incoterms) basis at the plant, warehouse or other place of delivery specified in the order confirmation. If the order confirmation does not specify a place of delivery, the place of delivery shall be deemed to be the registered office of EYKON.

4.1.2 If the parties agree on another delivery term (e.g. EXW, Incoterms 2020), this agreed delivery condition shall apply. Costs for transport, packaging, insurance, customs clearance as well as export and import that the agreed delivery condition does not assign to any party shall be borne by the customer.

4.1.3 The customer must inspect the Goods immediately after delivery. Obvious defects, incorrect deliveries or quantity discrepancies must be notified to EYKON in writing within seven (7) days of delivery; hidden defects must be reported in the same manner within seven (7) days of their discovery. The notification must describe the defect in a comprehensible manner. If the customer fails to provide timely or formal notice, the Goods shall be deemed to have been approved in respect of the defect in question, unless otherwise provided for by applicable mandatory law.

4.1.4 The delivery or service time stated in the order confirmation is only an estimate and is not binding, unless it has been expressly agreed in writing as binding. If EYKON offers express delivery or priority service provision for an order, surcharges may apply. EYKON may execute orders in partial deliveries or partial services, which may be invoiced and paid for separately. References in the Contract to an order shall also be deemed to be references to partial deliveries or partial services, as applicable.

4.1.5 The delivery time for an order will be extended for a reasonable period of time in the event of: (a) Force Majeure (including transportation, supply chain or logistics disruptions not caused by EYKON); (b) delays caused by the customer or a third party for which the customer is responsible; and (c) the customer's change requests. If delivery is delayed or suspended for reasons caused by the customer or a third party attributable to the customer, the customer shall reimburse EYKON for all additional costs, expenses and damages incurred by EYKON as a result of such delay or suspension.

4.1.6 If EYKON has expressly confirmed a delivery date as binding in accordance with Section 4.1.4 and a contractual penalty has been expressly agreed upon, and if this deadline is exceeded – taking into account any extensions of the deadline pursuant to Section 4.1.5 – exclusively due to EYKON's fault, the customer may, after the unused expiry of a written grace period of fourteen (14) days, claim a contractual penalty equal to one per thousand (0.1%) of the net value of the delayed Goods per day of delay, but not more than five percent (5%) of such net value in total. The contractual penalty is the exclusive claim of the customer due to the delivery delay in question. In the case of partial deliveries in accordance with Section 3.1 the contractual penalty is calculated only according to the net value of the respective delayed partial delivery.

4.1.7 If the customer does not accept the Goods within seven (7) days after EYKON has notified the customer of the availability at the agreed place of delivery, and this is not due to Force Majeure within the meaning of Section 15 nor to a breach of contract by EYKON, then (a) the delivery shall be deemed to have taken place upon expiry of this period and the risk shall pass to the customer, insofar as it has not already been transferred in accordance with the agreed terms of delivery; (b) EYKON shall be entitled to store the Goods at the customer's expense and risk or to have them stored by a third party and to charge the customer for the associated reasonable costs (including insurance); the further claim for reimbursement in accordance with Section 4.1.5 remains unaffected; and (c) the purchase price becomes due to the extent that it was not already due.

4.1.8 If the customer still does not take delivery of the Goods within thirty (30) days of the notification in accordance with Section 4.1.7 EYKON may set the customer a final grace period of fourteen (14) days in writing, combined with a warning of realisation. After the unused expiry of this grace period, EYKON is entitled to sell the Goods in the best possible way by private sale or to exploit them in any other way. Proceeds from the sale will be credited to the customer after deduction of all costs of storage, recovery and delay; any shortfall in revenue and uncovered costs shall be borne by the customer. Further statutory rights of EYKON, in particular withdrawal from the Contract and damages, are reserved.

4.2 Warranty

4.2.1 Warranty. For Goods, EYKON warrants for twelve (12) months from delivery that the Goods substantially conform to the agreed specification and are free from material defects in materials, design or workmanship. For repaired or replaced Goods, the warranty period will only continue for the remaining duration of the original warranty period.

4.2.2 Remedy. If a product is defective during the warranty period and the customer has fulfilled its inspection and complaint obligations in accordance with Section 4.1.3 EYKON shall make repairs, replacements or an appropriate credit at its own discretion. The prerequisite is that the customer (a) immediately ceases to use the affected Goods, insofar as reasonable; (b) provides EYKON with a reasonable opportunity to investigate; and (c) returns the allegedly defective Goods to EYKON at EYKON's request. The costs of the return shipment are initially borne by the customer; if the defect complained of proves to be subject to warranty, EYKON shall reimburse the customer for the reasonable return costs as well as the costs of returning the repaired or replaced Goods. The customer bears the costs of dismantling and reinstallation, unless otherwise agreed. Replaced Goods become the property of EYKON with the replacement delivery.

4.2.3 Failure of remedy. If the repair or replacement delivery fails even on the second attempt or if EYKON does not provide a remedy within a reasonable grace period set by the customer in writing, the customer may demand a reduction of the purchase price (price reduction) or the rescission of the Contract for the Goods concerned. In the event of rescission, EYKON will refund the purchase price paid for the affected Goods progressively against their return.

4.2.4 Exclusion of Warranty. The warranty does not apply if: (a) the defect is due to normal wear and tear, intentional damage, improper use, negligence, or improper installation, storage, maintenance, or protective measures by the customer or any third party for which the customer is responsible; (b) the customer or a third party engaged by the customer has altered or repaired the Goods without the written consent of EYKON; (c) the deviation from the specification is due to changes that were necessary to comply with legal or regulatory requirements; (d) EYKON has disclosed the defect to the customer prior to delivery; or (e) the defect is due to customer specifications, customer-side systems, third-party products or a combination with Goods, materials or Services not approved by EYKON.

4.2.5 Exclusivity. The rights set out in this Section 4.2 are the exclusive rights of the customer in respect of material defects in the Goods. Beyond the agreed specifications, EYKON makes no representations; in particular, no guarantee is given for the suitability of the Goods for a particular purpose, unless this purpose has been expressly stated as essential in the order confirmation. Claims that cannot be waived in advance under mandatory law are reserved.

4.3 Transfer of Risk and Ownership

4.3.1 Transfer of risk. The risk of the Goods shall pass to the customer upon delivery, or in the event of default of acceptance, at the time when the delivery is deemed to have been made in accordance with Section 4.1.7.

4.3.2 Retention of title. The Goods remain the property of EYKON until full payment has been made. EYKON may have the retention of title entered in the register of retention of title; the customer shall cooperate in the registration as well as in all formal and publicity requirements required by the law of the jurisdiction where the Goods are located for the validity of the reservation and shall inform EYKON before Goods subject to retention of title are brought to another country.

4.3.3 Duties up to the transfer of ownership. Until then, the customer must store the Goods separately and recognisably as the property of EYKON, not pledge or encumber them, insure them at least at the contractual value and notify EYKON immediately of any access by third parties (attachment, seizure) as well as the opening of bankruptcy or debt restructuring proceedings. Claims against the insurer in relation to the Goods are hereby assigned by the customer to EYKON as security.

4.3.4 Resale. Advance assignment. Resale in the ordinary course of business is permissible as long as there is no default in payment. The customer hereby assigns the receivables from the resale to EYKON by way of security to the extent of EYKON's outstanding receivables. The customer remains authorised to collect in its own name until revoked; EYKON does not revoke as long as the customer fulfils its payment obligations.

4.3.5 Withdrawal. If the customer does not pay despite a reminder and a reasonable grace period, or if the customer commits a material breach of its contractual obligations, EYKON may withdraw from the Contract in question and demand the return of the Goods. The customer permits EYKON to collect the Goods from the storage location after prior notice to the extent permitted by law. Settlement shall be effected in accordance with the statutory provisions; further claims for damages are reserved.

5. SERVICES

5.1 Scope of Services. EYKON provides Services in accordance with the order confirmation, a service description or any other specification agreed in writing. In the absence of such a specification, EYKON will provide the Services with appropriate expertise and care in accordance with industry standards. EYKON shall only be liable for a specific outcome if such an outcome has been expressly agreed in writing as a result to be delivered under a contract for work and materials; otherwise, Services shall be provided with due care.

5.2 Customer cooperation. The customer shall provide EYKON with all information, access, participation, approvals, data, materials and contact persons that EYKON reasonably requires for the provision of the Services in a timely manner. Delays or additional costs due to incomplete, late or incorrect cooperation of the customer entitle EYKON to an appropriate adjustment of due dates, prices and other contractual conditions.

5.3 Testing and acceptance. Insofar as an acceptance of Services or work results has been agreed, the customer shall inspect the Services in question immediately after they have been made available. The customer must complain in writing and in sufficient detail within ten (10) business days of any material deviations from the agreed specification. If the customer fails to make a timely complaint, uses the work product productively or refuses to accept the work without a substantial reason, the Services in question are deemed to have been accepted.

5.4 Service Levels. Service levels, response times, maintenance windows, availability, credits or other key performance indicators only apply if they are expressly agreed in the order confirmation, a service level agreement or a service description.

5.5 Remedy. If Services or work results do not comply with the agreed specification and the customer notifies this in good time and in the correct form in accordance with Section 5.3, EYKON will, at its option, remedy the defect, re-provide the Services or provide an appropriate credit for the defective part. EYKON is entitled to examine the complaint in advance within a reasonable period of time; the customer shall provide EYKON with the necessary information and access for this purpose.

5.6 Exclusivity; no further assurances. The remedies under this Section 5 are the exclusive rights of the customer due to defective Services or work results. Beyond the agreed specifications, EYKON makes no assurances for Services and work results; in particular, no guarantee is given for suitability for a particular purpose, unless this purpose has been expressly stated as essential in the order confirmation. Claims that cannot be waived or limited in advance under mandatory law are reserved, in particular in the case of unlawful intent or gross negligence (Art. 100 para. 1 CO) and in the event of deliberate deception.

5.7 Early termination. If a service contract is terminated prematurely without EYKON being responsible for this, the customer shall owe (a) the remuneration for all Services rendered up to the date of termination, (b) the reimbursement of the expenses and third-party costs incurred up to that point as well as the expenses and third-party costs that can no longer be avoided, and (c) in the case of agreed lump sums, a proportion corresponding to the level of performance. Work results that have been started shall be left to the customer in their current state; the right of use pursuant to Section 8.18.1 only arises to the extent of the remuneration paid for it.

6. OBLIGATIONS OF THE CUSTOMER

6.1 General Duties and Representations

6.1.1 The customer is responsible for storing, installing, testing and maintaining the Goods.

6.1.2 The customer warrants that it has used its own expertise in selecting the Goods and/or Services to be purchased and in assessing their suitability for the intended purpose of the customer and, to the extent permitted by law and subject to expressly agreed specifications, has not relied on any statements or representations of EYKON other than those set out in the Contract.

6.2 Customer's Obligations to Cooperate

6.2.1 The customer is obliged to provide EYKON with all cooperation services that are contractually agreed or that are necessary for the proper provision of the Goods and/or Services. This includes, in particular, the timely provision of information, access, releases, data, materials and contact persons.

6.2.2 Insofar as the customer does not fulfil its obligations to cooperate, does not do so in a timely manner or does not fulfil them properly, and EYKON is prevented or impaired from providing Services as a result, EYKON is exempt from the corresponding obligation to perform and is not liable for any delays, defects or damages resulting therefrom. The customer shall remain obliged to pay the agreed remuneration in accordance with Section 3.

6.3 Indemnification

The customer shall indemnify EYKON against third-party claims, as well as related losses, damages, costs, and expenses of legal defence, resulting from: (a) improper handling, misuse, or use of the Goods or Services outside of the agreed purposes or operating conditions by the customer or any third party for whom the customer is responsible; (b) incorrect information provided by the customer regarding Goods, Services or customer specifications; (c) changes to Goods made by the customer or on its behalf by EYKON; (d) actual or alleged infringements of rights in relation to the Goods resulting from any of the circumstances described in Section 8.4(a)-(d); (e) arising from customer specifications, customer systems, third-party products or non-approved combinations; or (f) the customer's breach of any applicable law or the Contract. The indemnification does not apply if the claim is attributable to EYKON.

6.4 Compliance

6.4.1 The customer warrants that it will at all times comply with its obligations set out in the Contract in strict compliance with all applicable laws and regulations, including those relating to the environment, health and safety.

6.4.2 The customer undertakes to comply with the Code of Conduct and EYKON's Code of Ethics communicated from time to time and, where applicable, to ensure that the entities of its group involved in the performance of the Contract comply with these provisions.

6.4.3 The customer warrants that it has not granted, directly or indirectly, any improper monetary benefits, commissions, fees, rebates, discounts, gifts, hospitality or other benefits to the customer's customers, executives or employees of EYKON or any other third party in violation of applicable anti-corruption or compliance regulations in connection with the Contract.

7. AMENDMENTS

The customer may request a reasonable modification of an Order or Service Order ("**Amendment Request**"), and EYKON shall determine in its sole discretion whether to accept such Amendment Request. If EYKON accepts an Amendment Request, EYKON shall be entitled to an appropriate price adjustment, extension of delivery or service deadlines and adjustment of other contractual conditions. EYKON is not obliged to start implementing a change request until there is an amendment agreement approved by both parties specifying the adjustments.

8. INTELLECTUAL PROPERTY

8.1 EYKON retains all right, title and interest in and to the Goods, Services, work products, manufacturing processes, technologies, know-how, processes, software, tools, templates, specifications, documentation, reports and other materials that EYKON creates, uses or makes available, including trademarks, copyrights, patents, know-how, designs, utility models, trade names and other intellectual property rights ("**Intellectual Property**"). EYKON grants the customer a non-exclusive, non-transferable, non-sublicensable and royalty-free licence to use the Intellectual Property insofar as this is necessary for the contractual use of the Goods, Services and work products. This licence does not include any right to reverse engineer, decompile, or otherwise analyse any Goods, software, or technology of EYKON, except as otherwise provided by mandatory law.

8.2 EYKON will, at its sole discretion and expense, defend or settle any claim alleging that any Goods or work products delivered by EYKON infringe the intellectual property rights of any third party in the country of delivery ("**Claim**"), and will pay any amounts finally awarded, provided that the customer promptly notifies EYKON in writing of the claim, makes no concessions or settlements without the consent of EYKON, grants EYKON control of the defence and settlement, and cooperates appropriately in defending the claim.

8.3 If it transpires that Goods or work products infringe the intellectual property rights of third parties in the country of delivery, EYKON may, at its own discretion, replace or modify the affected

Goods or work products, obtain a right of use for the customer or, if this is not economically reasonable, withdraw the affected Services and grant an appropriate credit for the affected part.

8.4 EYKON assumes no liability or obligation under the above provisions on intellectual property claims to the extent that the infringement is attributable to Goods, Services or work products that: (a) were provided in accordance with the designs, specifications, materials, information or instructions of the customer or a third party; (b) have been modified by anyone other than EYKON; (c) are used in combination with any other Goods, materials, systems or Services where no infringement would have occurred but for such combination; or (d) are not used in accordance with the Contract or the specifications.

8.5 To the extent permitted by law, the foregoing provisions regarding intellectual property claims constitute the exclusive obligations of EYKON and the exclusive contractual remedies of the customer for alleged or actual infringement of intellectual property rights by Goods, Services or work products.

9. LIMITATION OF LIABILITY

9.1 Subject to Section 9.2 EYKON's total contractual and non-contractual liability arising out of or in connection with an order for Goods shall be limited to an amount equal to twenty percent (20%) of the net amount paid or payable by the customer for the relevant order. In the case of recurring Services, EYKON's liability shall be limited to twenty percent (20%) of the net remuneration paid or that should have been paid by the customer for the affected Services in the twelve (12) months preceding the event giving rise to liability.

9.2 Limitations and exclusions of liability in these Terms do not apply to liability that cannot be excluded or limited in advance under mandatory law, in particular not to liability for unlawful intent or gross negligence, for death or personal injury, as well as for mandatory product liability.

9.3 Notwithstanding any other provision of the Contract, under no circumstances shall EYKON be liable to the customer, whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profits, lost revenue, loss of anticipated savings, interest or goodwill, loss or corruption of data, failure or interruption of the customer's business, or for any economic, special, indirect, or consequential damages, to the extent such exclusion is permissible by law.

9.4 The customer's remedies expressly provided for in the Contract are, to the extent permitted by law and subject to mandatory rights of the customer, the exclusive contractual remedies in the event of EYKON's breach of duty.

10. CONFIDENTIALITY

10.1 Unless otherwise specified in this Section 10, neither party may use or disclose to any other party any Confidential Information of the other party without the prior written consent of the other party.

10.2 For purposes of this Contract, the term "**Confidential Information**" of a party ("**Disclosing Party**") means any information relating to the disclosing party's business, know-how, products, services, customers, suppliers, or other matters disclosed to the other party ("**Recipient**") under the Contract, except for information that is in the public domain or becomes public knowledge through no fault of the Recipient, was already known to the Recipient without a duty of confidentiality, was lawfully obtained from a third party or was independently developed by the Recipient without recourse to Confidential Information.

10.3 The Recipient may disclose Confidential Information if it is required to do so by law, court or competent authority, provided that, to the extent permitted by law, it notifies the Disclosing Party as soon as reasonably practicable, provides the Disclosing Party with reasonable assistance, and coordinates with the Disclosing Party regarding the content of the disclosure.

10.4 The Recipient may disclose the Disclosing Party's Confidential Information to its employees, subcontractors and consultants whose duties reasonably require such disclosure, provided that the Recipient making such disclosure shall ensure that any person to whom such disclosure is made: (a) is aware of the confidentiality of the information; and (b) complies with the confidentiality obligations under the Contract as if it were bound by it.

10.5 Each party shall establish and maintain effective security measures to prevent any unauthorised use or disclosure, as well as unauthorised access, loss, or damage to the other party's Confidential Information.

11. EXPORT CONTROL

11.1 The customer acknowledges and agrees that Goods, Services, software, technology and technical information may be subject to all applicable local, foreign and international trade, sanctions and export control laws and regulations and other legal restrictions ("**Export Regulations**"). Upon request, the customer shall provide EYKON with the end use, end user, country of destination and other information required for export control verification.

11.2 Compliance with all export regulations applicable to the customer, end-use and transfer is the responsibility of the customer. The customer shall not resell, export, re-export or otherwise transfer any Goods, Services, software, technology or technical information in violation of export regulations, nor shall it permit any third party to do so.

11.3 EYKON is entitled to suspend Services or terminate the Contract or an order immediately without being liable to the customer if EYKON has reason to believe that the customer has violated or is likely to violate applicable export regulations or that the provision of Services could expose EYKON to the risk of sanctions, penalties or administrative measures.

11.4 EYKON is prohibited by law from executing the order if this would expose EYKON to the risk of penalties or administrative consequences. In such a case, EYKON shall be released from the contractual obligation to perform, without any claims for damages, performance or other legal remedies arising for the customer.

12. PERMITS, APPROVALS

The customer is responsible for obtaining all licences, permits and approvals required by authorities or third parties for the purchase and use of the Goods and/or Services and warrants that it possesses them at the time of delivery. The customer further warrants that no restrictions of any kind shall prevent it from entering into any contracts or agreements for the purchase of the Goods and/or Services.

13. DESCRIPTIVE DOCUMENTS

All samples, descriptive specifications, drawings, illustrations, data, dimensions, weights and details of the Goods and/or Services provided or published by EYKON in catalogues, promotional materials or otherwise are exemplary only and are intended only to give a general impression of the Goods and/or Services described. They are not part of the Contract and have no contractual binding effect, unless expressly agreed otherwise in writing.

14. NOTICES

14.1 Except as otherwise provided in these Terms, all notices or other communications under or in connection with the Contract must be in writing and addressed to the registered office of such party or such other address as may be notified in writing by such party in accordance with this Section. Notices may be delivered in person, by certified mail, commercial courier service, or email.

14.2 A notice or other communication shall be deemed to have been served: in the case of personal service, as soon as it has been left at the address indicated; in the case of delivery by registered mail and delivery by a commercial courier on the day and time at which the courier's delivery receipt was signed; or if sent by email on the first business day after transmission, unless an automatic error message is received.

15. FORCE MAJEURE

15.1 Should the performance of a party's contractual obligations be interrupted, delayed or restricted due to an event beyond the reasonable control of the affected party, including strikes, labour disputes, war, armed conflict, hostilities, invasions, acts of foreign powers or military

mobilisation, insurrection, civil commotion, riots, epidemics, pandemics, health emergencies and related governmental action, fire, explosion, flood, storm, earthquake, other acts of God, failure of facilities, export or import restrictions or other actions of governments or supranational organisations, failures of suppliers or subcontractors, interruptions or failures of utilities, transportation networks or supply chains not caused by the affected party, and any disruption, restriction or closure of essential maritime trade lanes or bottlenecks ("**Force Majeure**"), the affected party is entitled to suspend, reduce or cancel its performance obligations for the duration of the disruption without being liable to the other party.

15.2 Either party shall be entitled to terminate this Contract, without prejudice to its already acquired rights, by giving written notice to the other party if the interruption or limitation due to Force Majeure continues for more than ninety (90) days.

16. TERMINATION

16.1 Termination for convenience. EYKON may terminate the Contract or an order at any time with one (1) month's notice in writing to the customer, unless otherwise agreed in the order confirmation.

16.2 Termination for cause. Either party may terminate the Contract or any affected Order with immediate effect upon written notice to the other party if the other party (a) commits a material breach of its obligations under the Contract and, to the extent that the breach is remediable, fails to cure such breach within one (1) month of written notice; (b) goes into liquidation, or insolvency, administration, bankruptcy or similar proceedings are opened or applied for against it; or (c) ceases to pay its debts or appears to be unable to pay them as they fall due.

16.3 Consequences of termination. Termination of the Contract or an order shall not affect any rights and remedies already accrued by the parties. All payments due to EYKON under the Contract shall be due and payable immediately upon termination. If EYKON terminates in accordance with Section 16.2 for cause, the customer shall reimburse EYKON for reasonable costs, fees and damages incurred by EYKON as a result of the termination, to the fullest extent permitted by law.

17. DATA PROTECTION

17.1 Each party's data protection obligations are governed by applicable law, which may include the EU General Data Protection Regulation (GDPR), the UK GDPR, and the Swiss Federal Act on Data Protection (nFADP), as applicable to the relevant processing.

17.2 Customer acts as controller and EYKON as processor for personal data processed in connection with the Goods and Services; where EYKON processes personal data on Customer's behalf, the subject-matter, nature, purpose, duration, and categories of data and data subjects are set out in a Data Protection Addendum (DPA), which both parties agree to conclude as necessary. Except as expressly stated in the DPA, neither party assumes data protection obligations beyond those imposed by applicable law, and EYKON makes no data protection representations or warranties beyond those in the DPA.

17.3 Customer warrants that personal data it processes has a valid legal basis, that it meets its own transparency obligations to data subjects, and that it will handle data subject rights requests and any processing instructions to EYKON in compliance with applicable law.

17.4 Customer will implement and maintain appropriate technical and organizational security measures for personal data in transit and at rest, consistent with EYKON's recommended settings, and will review and update them as risks and processing evolve.

EU Data Act Compliance

17.5 The Goods and Services are designed by default to make product data and related metadata available to the Customer, as data holder, and in accordance with specifications agreed between the parties, so that the Customer can communicate such data to the end user.

17.6 EYKON acts solely as supplier of the Goods and, where applicable, associated technical maintenance services: EYKON does not access, store, or process user data or personal data arising from use of the Goods, and exercises no control over the purposes or means of any processing of product data after delivery. Any intervention by EYKON on the Goods (e.g. software updates, technical support) is carried out without access to Customer-held data and under the Customer's express supervision.

17.7 The Customer is solely responsible for making data accessible to the end user in an easy, secure, free, and machine-readable format, and for all processing of product data within the meaning of the EU Data Act.

18. MISCELLANEOUS

18.1 If any provision is invalid, illegal or unenforceable, this shall not affect the validity of the remaining provisions of the Contract. The invalid, illegal or unenforceable provision shall be deemed superseded by a provision which modifies the invalid, illegal or unenforceable provision to the minimum extent necessary to make it valid, legal or enforceable and which comes closest to and reflects the economic intent of the invalid, illegal or unenforceable provision.

18.2 EYKON's failure to enforce or exercise any right under the Contract shall not constitute a waiver of such right and shall not affect EYKON's right to subsequently enforce or exercise such right.

18.3 EYKON may engage subcontractors to supply Goods or provide Services. EYKON remains responsible to the customer for the contractual provision of Services, unless otherwise required by law or contract.

18.4 EYKON is entitled to assign claims arising from the Contract in whole or in part to third parties without the consent of the customer, in particular for financing, refinancing or collection purposes (Art. 164 CO). The customer hereby gives its consent to the transfer of the Contract or individual rights and obligations thereunder to third parties and shall perform the necessary, reasonable acts of cooperation.

18.5 The customer may not assign, pledge, encumber, transfer or otherwise dispose of any rights or obligations arising from the Contract without the prior written consent of EYKON. EYKON will not unreasonably withhold consent.

18.6 These Terms have been prepared in German and translated into other languages for convenience. In the event of any contradiction or discrepancy between the German version and a translated version, the German version shall prevail and be legally binding.

19. APPLICABLE LAW AND JURISDICTION

19.1 The Contract shall be governed by the laws of Switzerland, excluding its conflict of law provisions.

19.2 The application of the United Nations Convention on Contracts for the International Sale of Goods (1980) (Vienna Sales Law/CISG) is excluded.

19.3 The exclusive place of jurisdiction for all disputes arising from or in connection with the Contract shall be the ordinary courts at the registered office of EYKON in Cham, Zug, unless otherwise required by mandatory law. EYKON remains entitled to sue the customer at its registered office or at another legally competent place of jurisdiction.