

1. Scope of applicability

- 1.1 The following provisions ("GTC") are a binding component of all contracts concluded between TB-Safety AG ("TB-Safety") and its customers and all offers of TB-Safety directed at possible future customers.
- 1.2 Contractual terms and conditions other than those set out herein can only be declared applicable in addition to or instead of these GTC with the explicit written consent of TB-Safety.
- 1.3 Any arrangements which differ from or are supplementary to these GTC must be in writing.

2. The conclusion of the contract

- 2.1 TB-Safety shall submit a written offer to the customer for the purchase of contract products. TB-Safety's offers are non-binding (invitation to submit an offer).
- 2.2 In order to agree to TB-Safety's offer, the customer must sign the offer submitted to it in writing ("order"). TB-Safety shall then send the customer a written confirmation. Confirmation by fax or e-mail is permitted.
- 2.3 If the customer places an order without a prior offer of TB-Safety, TB-Safety shall verify it and, if possible, notify the customer whether it accepts it within 30 days after the receipt of the order.
- 2.4 The contract between TB-Safety and the customer is deemed to be concluded once the customer has received the written confirmation from TB-Safety stating that it accepts the customer's order ("confirmation").

3. Prices, invoicing and payment

- 3.1 The prices of the contract products shall be specified in the written confirmation issued by TB-Safety. All prices should be understood as being strictly net prices subject to the addition of VAT and any other charges.
- 3.2 TB-Safety's invoices must be paid within 30 days from the receipt thereof.
- 3.3 TB-Safety reserves the right to cease deliveries to the customer if invoices remain unpaid for more than 30 days.
- 3.4 The customer is not permitted to set off claims against TB-Safety with counterclaims of TB-Safety without its written consent.

4. Delivery

- 4.1 The timeframe, content and scope of the contractual performance shall be specified in the written confirmation. In the confirmation the performances to be rendered will be specified along with the deadline. The deadlines specified are approximate. If the parties agree binding deadlines, they must be marked as such.
- 4.2 Any additional agreements or contractual addenda which change the scope of the contractual performance must be in writing.
- 4.3 If the customer fails to accept the delivery in accordance with its contractual obligation, TB-Safety will be able to terminate the contract with immediate effect, freely dispose of the goods and invoice the customer for any losses or costs which it has incurred due to the refusal to accept the delivery.

- 4.4 Unless agreed otherwise, TB-Safety shall be free to fulfil orders in partial deliveries, which shall be subject to these GTC.

5. Transport, freight charges and packing

- 5.1 TB-Safety shall deliver the contract products EX WORKS (named place, INCOTERMS® 2010). The transfer of the ownership title and risk for the contract products shall occur upon the handover of the products to the carrier.
- 5.2 The contract products shall be packed by TB-Safety in accordance with customary business practice. If the customer requires additional packing, it can request it in its order and must bear the related costs.
- 5.3 The customer shall be solely responsible for the professional disposal of the packing materials.

6. The customer's inspection obligation

- 6.1 The customer must inspect the contract products immediately after receiving them and report any defects to TB-Safety in writing within five days from receipt. If the time limit expires with no complaint being submitted, the customer will be deemed to have acknowledged that the delivered contract products are free of defects.
- 6.2 If a complaint is submitted regarding a defect in good time and is recognised by TB-Safety, TB-Safety shall be free to deliver defect-free goods to replace the defective contract products. Section 5 above applies for the transport.
- 6.3 TB-Safety provides no guarantee for defects which arise due to inappropriate handling or use of the contract products (e.g. damage during transport, defective storage, etc.) or due to other circumstances for which TB-Safety is not responsible.

7. Liability

- 7.1 Any liability of TB-Safety is fully excluded to the extent permitted by law.
- 7.2 The exclusion of liability particularly includes both direct and indirect and consequential losses, such as lost profits, additional expenses, unrealised savings, third-party claims, liability for auxiliary staff, losses of or damage to data and losses due to late performance. The exclusion of liability does not apply for defects and/or damage which were caused by TB-Safety intentionally or due to gross negligence.

8. Intellectual property rights

- 8.1 All trademarks, designs, patents or copyrights rights related to the contract products and other intellectual property rights to the contract products are the exclusive property of TB-Safety. The customer shall not receive any protective right, licence, goodwill or any other right to those trademarks, designs, patents, copyrights or other intellectual property rights through the use thereof.
- 8.2 If any intangible assets or intellectual property rights are created in connection with the performance of the contract, they shall belong exclusively to TB-Safety. An exception to this are the author's moral rights, to which the author is entitled and which are inalienable.
- 8.3 If the intangible assets or intellectual property rights do not arise directly for TB-Safety, the customer shall transfer them to TB-Sa-

- fety. It shall cooperate in this respect as necessary at first request and free of charge. It undertakes, in particular, to affix the necessary signatures.
- 8.4 If intangible assets can be registered for protection (e.g. patents, trademarks, designs), TB-Safety shall be exclusively entitled to that right. The customer undertakes to cooperate in this respect to the extent necessary. TB-Safety shall bear the related costs.
- 8.5 If the customer wishes to use work outcomes arising from its cooperation with TB-Safety in connection with a competitive presentation or the like, it must agree this with TB-Safety in advance.
- 8.6 The customer shall ensure that contracts concluded with employees or third parties engaged for the performance of the contract do not run contrary to the provisions of this section or prevent its purpose from being achieved.
- 8.7 If the customer learns of breaches of intellectual property rights of TB-Safety by third parties, it must immediately inform TB-Safety of them.
- 9. Confidentiality, non-disclosure agreement**
- 9.1 The parties undertake to treat the contractual relationship existing between them confidentially. As a rule, the content of the contract must not be disclosed to third parties. Furthermore, press releases shall require the prior written consent of TB-Safety.
- 9.2 The customer undertakes to keep confidential information secret. Confidential information should be understood as being, on the one hand, all information which is made available to it by TB-Safety in connection with or in the course of the performance of the contract, in oral, written, electronic or other form. In particular, any drawings, designs or specifications of the products that the customer obtains in connection with or in the course of the performance of the contract are deemed to be confidential information.
- 9.3 Due to the obligation to maintain secrecy, the customer is not permitted to make the confidential information available to third parties. An exception to this is disclosure to employees or third parties who/which need that information for the performance of contractual tasks. However, the customer shall ensure that the relevant persons are informed of the existence of this non-disclosure obligation and are obligated to comply with it.
- 9.4 The non-disclosure obligation does not apply to information which demonstrably:
- is in the customer's possession at the time when it is communicated,
 - is already public knowledge at the time when it is communicated or subsequently becomes public knowledge without the customer's cooperation,
 - is given to the customer by a third party which is permitted to disclose the information without itself breaching a non-disclosure obligation,
 - is disclosed with the explicit, written consent of TB-Safety,
 - must be disclosed under a legally binding and effective official order.
- 9.5 The obligation to maintain confidentiality and secrecy shall expire five years after the end of the contractual relationship.
- 9.6 If the customer breaches the non-disclosure obligations, it shall have to pay TB-Safety a contractual penalty in the amount CHF 10,000 per breach. The payment of the contractual penalty shall not release the customer from further performance of its contractual obligations. In particular, TB-Safety will be able to continue to demand specific performance despite the payment of the contractual penalty.
- 10. Occupational safety**
- 10.1 The customer is familiar with the information provided by TB-Safety relating to the proper application and use of the products (including instructions for use). It confirms that it will comply with that information and make sure that all precautions are taken to ensure the safety of the users at all times. The customer is obligated to maintain the equipment as stated by TB-Safety. If any signs of malfunction occur, the customer has to refrain from using the equipment.
- 11. Samples**
- 11.1 Any samples provided by TB-Safety are for information purposes only and are not intended for use in critical cases. TB-Safety accepts no liability for the quality, saleability or usability of the samples.
- 12. Miscellaneous**
- 12.1 The contractual relationship or individual rights or obligations that arise from it can only be transferred to a third party with the prior written consent of the other party.
- 12.2 TB-Safety failing to enforce the rights under these GTC does not constitute consent or a waiver of their enforcement at a later time.
- 12.3 Should individual provisions of these GTC be ineffective, the binding effect of the other provisions and of the contracts concluded on the basis hereof shall not be affected. The ineffective provision shall be replaced with an effective provision which comes closest to its meaning and purpose.
- 13. Disputes, place of jurisdiction and applicable law**
- 13.1 The parties shall make every effort to amicably resolve any disputes regarding the coming into being, interpretation or performance of the contract. Proceedings before a court shall be a last resort.
- 13.2 The following applies for any disputes that arise from these GTC or the contracts concluded on the basis hereof:
- 13.3 **The exclusive place of jurisdiction is the location of TB-Safety's registered office.**
- 13.4 **Swiss law is exclusively applicable.** The UN Convention on Contracts for the International Sale of Goods (the Vienna Convention) is not applicable (Article 6 of the Vienna Convention).