

# DECENTLAB GMBH

in Dübendorf, Switzerland

## General Terms and Conditions (GTC)

### 1. General Information

1.1 These General Terms and Conditions (hereinafter referred to as: "GTC") shall apply to all legal relations between the Customer and DECENTLAB GMBH (hereinafter jointly referred to as: "the Parties"), irrespective of whether it is a sales contract for products of DECENTLAB GMBH (hereinafter referred to as: "the Products") according to art. 184 et seq. of the Swiss Code of Obligations (CO) or a contract for provision of work and services by DECENTLAB GMBH (hereinafter referred to as: "the Works") according to art. 363 CO or a simple agency contract nature (hereinafter referred to as: "the Services") pursuant to art. 394 CO. These GTC form an integral part of every contract between DECENTLAB GMBH and the Customer (hereinafter referred to as: "the Contract(s)").

1.2 Contracts or individual parts of Contracts between DECENTLAB GMBH and the Customer are exclusively subject to the provisions of the contract of sales according to art. 184 et seq. of the Swiss Code of Obligations (CO), unless the provisions of the contract for work and services (art. 363 CO) or the provisions of the simple agency contracts (art. 394 CO) have to be applied by law. Unless the Contract explicitly foresees the provision of Works and/or of Services, no provision of Works and/or of Services shall be implied in the Contract.

1.3 It is irrevocably assumed that the Customer has received full knowledge of these GTC at the latest at the time of conclusion of the contract and has accepted them unconditionally and in full. The GTC for an integral part of the Contract.

1.4 Different general terms and conditions and/or other contractual conditions of the Customer, even if they have been declared as applicable by the Customer, do not apply to the legal relationship between DECENTLAB GMBH and the Customer unless DECENTLAB GMBH has exceptionally and expressly accepted such general terms and/or conditions in writing. If the Contract with the Customer contains provisions that deviate from these GTC the individually agreed provisions of the Contract shall take precedence over these GTC only to the extent that such deviating provisions have been agreed in writing. Otherwise the terms and conditions of these GTC shall take precedence.

1.5 All agreements and legally relevant declarations of the Parties concerning their legal relationship must be in writing in order to be valid. This also applies to any amendment and to the written form requirement.

1.6 Should any provision of these GTC or of a Contract concluded between the Parties prove to be invalid or unenforceable in whole or in part, this shall not affect the validity of these GTC or of the Contract concluded between the Parties in other respects. Instead of the ineffective or unenforceable provision, a provision shall be deemed to have been agreed which comes closest in a legally effective manner to the economic purpose of these GTC and the Contract concluded between the Parties without being itself invalid or unenforceable. The same applies to the completion of any contractual lacuna in these GTC and the Contract concluded between the Parties.

### 2. Offers, Orders and Conclusion of Contract

2.1 Unless otherwise agreed in writing, the information contained in quotations and/or offers of DECENTLAB GMBH (hereinafter referred to as: "the Offer(s)") shall remain valid for 30 (thirty) calendar days. Unless expressly stated otherwise in writing, the Offers of DECENTLAB GMBH do not constitute a binding offer of contract but only an information. All materials

submitted by DECENTLAB GMBH with an Offer, such as documents and/or samples etc., remain the property of DECENTLAB GMBH. The contents of the Offer and the materials submitted may not be made available to third parties without the previous consent of DECENTLAB GMBH.

2.2 The Customer's order or acceptance of the Offer (hereinafter referred to as: "Customer's Order") represent a binding offer of contract of the Customer, which DECENTLAB GMBH may accept within 10 (ten) working days from receipt of the Customer's Order by sending a binding order confirmation (hereinafter referred to as: "Order Confirmation"), whereby the date of the stamp is decisive for written orders or offers sent by mail, and the date of dispatch is decisive for orders sent by other means (e.g. email). Until the expiry of these 10 (ten) working days, the Customer shall remain bound by its Customer's Order. By placing the Customer's Order, the Customer accepts these GTC in full and without restriction.

2.3 The Contract between DECENTLAB GMBH and the Customer is only deemed to be concluded if and when DECENTLAB GMBH has sent the Order Confirmation.

2.4 If the Order Confirmation deviates substantially from the Customer's Order due to invoicing and/or typing errors, DECENTLAB GMBH is entitled to withdraw from the Contract within 5 (five) working days after sending the Order Confirmation by written notification to the Customer without any further ado and without incurring any costs.

2.5 If the Customer requests changes that deviate from the Order Confirmation, this shall not affect the validity of the concluded Contract. Nevertheless, DECENTLAB GMBH will inform the Customer within 15 (fifteen) working days to what extent the changes are possible and what effects they will have on the Products, the Works and/or the Services, the delivery and/or handover dates and modalities and the prices. If the Customer does not reject the notified new terms and conditions of the Contract in writing within 5 (five) working days, the original Contract shall be deemed to have been cancelled and a Contract with the new terms and conditions shall be deemed to have been concluded, otherwise the original Contract shall continue to apply unchanged.

### **3. Scope of Supply of Products, Works and Services**

3.1 The scope of supply of Products, Works and/or Services by DECENTLAB GMBH are conclusively listed and defined in the Order Confirmation including any enclosures.

3.2 DECENTLAB GMBH is authorised to make changes to its Products, Works and/or Services at any time, provided that these changes objectively lead to improvements and do not result in a price increase.

3.3 DECENTLAB GMBH is in any case entitled to call in auxiliary persons for the performance of the Contract unless the Parties have expressly excluded the use of auxiliary persons in writing.

### **4. Information in Technical Documents, Brochures etc.**

4.1 Unless otherwise agreed, brochures, catalogues, quotations and/or similar materials and information of DECENTLAB GMBH, be it in hardcopy, electronic or online, are not binding and do not constitute a binding offer of contract. Information contained in technical documents is only binding if expressly stipulated in a written contract.

### **5. Cooperation Obligations**

5.1 At the latest at sending the Order, the Customer shall draw DECENTLAB GMBH's attention in writing to regulations and standards, relevant specifications, that must be observed for the supply of Products, Works and/or Services by DECENTLAB GMBH, if the place of performance of the typical contractual main service is not in Switzerland and/or the regulations and standards to be observed go beyond and/or differ from the Swiss regulations and standards and/or from the regulations and standards applicable in the European Union in the same industry of DECENTLAB GMBH.

5.2 In the absence of any other agreement, the Products, Works and/or Services to be provided by DECENTLAB GMBH shall comply with foreign or different industry-specific regulations and standards only to the extent that the Customer has timely notified DECENTLAB GMBH thereof in accordance with Section 5.1 of these GTC. DECENTLAB GMBH will only comply with late notified, additional or other protective regulations if expressly agreed in writing.

5.3 In case of supply of Works the Customer has to bear the specification obligation, unless otherwise agreed in writing. DECENTLAB GMBH excludes any liability from late, inaccurate and/or incomplete specification by of the Works by the Customer.

5.4 It is the Customer's responsibility to inform DECENTLAB GMBH comprehensively about its business, organizational and technical situation to the extent necessary to fulfil the Contract. The Customer shall also timely inform DECENTLAB GMBH without being asked about all circumstances that could be of importance for the performance of the Contract.

5.5 The Customer shall designate employees who are available to DECENTLAB GMBH for questions and shall notify DECENTLAB GMBH in writing of any authorisations of its employees to act on its behalf in accordance with the Contract.

5.6 The Customer must immediately check all materials supplied by DECENTLAB GMBH, such as documents, interim results and interim reports etc., and to verify whether the information contained therein is correct and must immediately inform DECENTLAB GMBH of any necessary corrections and requests for changes.

5.7 To the extent necessary for the performance of the Contract, the Customer shall provide DECENTLAB GMBH's employees with suitable premises where records, documentation and data carriers can be stored safely.

5.8 Furthermore, the Customer shall, insofar as necessary for the performance of Works and/or Services of the Contract, provide the employees of DECENTLAB GMBH with all necessary work equipment, give them access to the information and materials required for their work at any time and provide them with all necessary documents and materials in good time and, in the case of programming work, provide computer time, test data and data acquisition capacities in good time and in sufficient quantity.

5.9 If the performance of the Contract requires the provision of Works and/or Services by DECENTLAB GMBH on or with the Customer's IT equipment or software, the Customer shall be obliged to timely ensure before commencement and also during the contractual activities of DECENTLAB GMBH that the data is backed up, i.e. that the Customer's recorded data can be reconstructed at reasonable expense in the event of destruction, loss or falsification.

## **6. Prices**

6.1 Unless otherwise agreed, all prices - irrespective of whether they are included in catalogues, brochures, online offers, quotations etc. - are net ex works (latest Incoterms), without packaging and without insurance, excluding any advance recycling fee, in Swiss Francs or Euro, without any deductions. All additional costs such as, but not limited to, insurance, freight, export, transit, import and/or permit costs shall be borne by the Customer. Likewise, the Customer alone shall bear the costs of any certificates required and shall pay all types of taxes, levies, fees, customs duties and the like which are levied in connection with the Contract. The Customer is obliged to reimburse DECENTLAB GMBH without reservation if DECENTLAB GMBH has settled such costs.

6.2 DECENTLAB GMBH reserves the right to adjust prices if wage rates or material prices change significantly between the time of the DECENTLAB GMBH's Order Confirmation and the time of contractual performance. In such cases, the prices will be adjusted in line with inflation. An appropriate price adjustment shall also be made if:

- the delivery period or deadline is subsequently extended for one of the reasons stated in Sections 9.1 and 9.3 of these GTCs, or

- the nature or scope of the agreed Products, Works and/or Services has been changed, or
- the design, material and/or execution concerning the supply of Products, Works and/or Services have undergone changes because the documents and/or information provided by the Customer did not correspond to the actual conditions, were incomplete or inaccurate, or the Customer has pointed out regulations or standards according to Section 5.1 of these GTC too late or incorrectly.

6.3 In case of a Contract for provision of Works and/or Services, DECENTLAB GMBH shall be remunerated on an hourly basis on the basis of time spent, whereby the remuneration is due as soon as DECENTLAB GMBH commences its contractual activities, unless a fixed price or other type of remuneration has been agreed in writing (e.g. price per Works unit). Unless otherwise expressly agreed in writing, the Price List of DECENTLAB GMBH that was in force at the time when the Customer's Order was sent shall apply.

6.4 If no fixed price or other type of remuneration has been agreed in writing, DECENTLAB GMBH shall record the hours worked in a report. The report will be attached to the invoice and is deemed to be approved and accepted by the Customer unless the Customer raises objections in writing within 5 (seven) working days.

6.5 Unless otherwise agreed in writing, the Customer shall reimburse DECENTLAB GMBH for all expenses and outlays incurred in the performance of a Contract for Works and/or Services.

## **7. Terms of Payment**

7.1 Unless otherwise agreed, payments shall be made by the Customer within 30 (thirty) calendar days of the invoice date net without deduction of any discount, expenses, taxes, levies, fees, customs duties or similar.

7.2 DECENTLAB GMBH reserves its right, especially in case of new Customers or Customers abroad, to request full or partial advance payment.

7.3 If the Customer's advance payment, if so agreed, is not made within the agreed timeline, DECENTLAB GMBH is entitled at its sole discretion either to adhere to the Contract or to withdraw from the Contract and in both cases to claim the advance payment and/or further damage.

7.4 If the Customer does not meet the agreed payment timelines, the Customer shall be in default from the due date without any reminder and shall pay interest on arrears from that date at the same rate as charged by Swiss banks for unsecured current account overdrafts, but at least 8% (eight) per year. Payment of the default interest does not release the Customer from its obligation to pay, nor from any other contractual obligation nor from its liability to pay damages. DECENTLAB GMBH is entitled to charge an additional reminder fee of CHF 40.00 for each reminder sent to the Customer.

7.5 Offsetting of mutual claims between the Customer and DECENTLAB GMBH is only allowed with the written consent of DECENTLAB GMBH.

7.6 If the Customer is in arrears with the payment of due invoices, DECENTLAB GMBH is entitled to suspend all of its contractual activities until its payment claims are fully met.

## **8. Retention of Title**

8.1 DECENTLAB GMBH shall remain the owner of all its delivered Products and/or Works until it has received payment in full from the Customer in accordance with the Contract. DECENTLAB GMBH has the right to have the reservation of title entered in the relevant register of reservation of title at any time. The Customer undertakes to cooperate in the fulfilment of the corresponding formal requirements upon first request.

## **9. Delivery Periods and Deadlines**

9.1 The delivery period or deadline for Products, Works and/or Services stated in the Order Confirmation begins as soon as the Contract has been concluded, all official formalities such as import or payment permits have been obtained, any payments to be made and any

securities have been provided, and all the technical specifications and any further information have been settled and delivered insofar as they are owed or to be delivered by the Customer. The delivery period or deadline is deemed to have been met if the notification of readiness for dispatch of the Products and/or Works has been sent to the Customer or, in case of a Contract for the provision of Services DECENTLAB GMBH has notified the Customer that the Services have been completed.

9.2 Compliance with the delivery period or deadline requires the Customer to fulfil its contractual obligations, in particular its payment and cooperation obligations, at no cost to DECENTLAB GMBH.

9.3 The delivery period or deadline shall be extended appropriately:

- if DECENTLAB GMBH does not receive the information required for the performance of the Contract in a timely manner, incomplete and/or in unusable form, or if the Customer subsequently modifies the information and thus causes a delay in delivery;
- if hindrances occur which DECENTLAB GMBH cannot avert despite applying the care customary and necessary in the industry, regardless of whether they arise at DECENTLAB GMBH, the Customer or a third party. Such hindrances include, but are not limited to, epidemics, pandemics, mobilisation, war, riots, considerable operational disruptions, accidents, labour conflicts, delayed or faulty delivery of the necessary materials such as raw materials, semi-finished or finished products, loss of important parts of deliverable Products, Works and/or Services through no fault of DECENTLAB GMBH, official measures or omissions, natural events;
- if the Customer is in default with the fulfilment of its contractual obligations under the Contract, including previous Contracts with DECENTLAB GMBH, in particular if the Customer does not comply with the terms of payment.

9.4 If a specific date is agreed instead of a delivery period, this date shall be treated as the same as the last day of a delivery period. Sections 9.1 to 9.3 apply analogously.

9.5 The Customer shall not be entitled to any rights of withdrawal or claims, such as, e.g., reduction of the purchase price or damages due to a delay in delivery of Products, Works and/or Services. This restriction does not apply to unlawful intent and/or gross negligence by DECENTLAB GMBH. However, any liability of DECENTLAB GMBH is excluded for unlawful intent and gross negligence of auxiliary persons. Non-performance and poor performance by DECENTLAB GMBH exclusively grant the remedies foreseen in Section 18 of these GTC.

## **10. Transfer of Benefit and Risk**

10.1 The benefit and risk regarding the Products, Works and/or Services shall pass to the Customer at dispatch of the Products and/or Works ex works at DECENTLAB GMBH's premises. In the case of a Contract for provision of Services benefit and risk shall pass to the Customer at the time of notification of the completion of Services.

10.2 If dispatch is delayed at the request of the Customer or for other reasons beyond DECENTLAB GMBH's sphere of control, the risk and benefit shall pass to the Customer at the end of the delivery period or at the delivery date originally agreed. From this time on, the Products and/or Works are stored and may be insured by DECENTLAB GMBH at the Customer's expense and risk.

## **11. Dispatch, Transport and Insurance**

11.1 DECENTLAB GMBH must be notified in writing of any special requests regarding shipment, transport and insurance no later than when the Customer's Order is sent. Transport shall be ex works (Incoterms, latest version) at the Customer's expense and risk.

11.2 Complaints in connection with dispatch or transport must be made by the Customer to the last carrier immediately upon receipt of the Products and/or Works or the freight documents.

11.3 The Customer alone is responsible for insuring the transport against damages of any kind.

## **12. Inspection and Acceptance, Liability for Defects**

12.1 DECENTLAB GMBH shall inspect the Products, the Works and/or Services with its own customary care before dispatch of Products and/or Works respectively before notification of completion of Services. If the Customer demands further tests, these have to be agreed upon separately and have to be paid by the Customer.

12.2 The Customer must inspect the (partial) Products and/or Works immediately after receipt and (partial) services immediately of completion of Services. The Customer must notify DECENTLAB GMBH of any defects immediately and in writing (i.e. notification of defects), but no later than within 10 (ten) working days after receipt of the Products and/or Works (ex works at DECENTLAB GMBH's premises) respectively after receipt of the completion of Services notification. If the Customer fails to do so, the (partial) Products, (partial) Works and/or (partial) Services shall be irrevocably deemed to be fully approved and taken over.

12.3 DECENTLAB GMBH is entitled to remedy the defects notified by the Customer in accordance with Section 12.2 within a reasonable period of time and the Customer must give DECENTLAB GMBH the opportunity to do so. After the remedy of defects and delivery to the Customer, the acceptance modalities of Section 12.1 and 12.2 apply.

12.4 The Products, Works and/or Services shall also be deemed to be fully approved and taken over as soon as the Customer uses or can use the (partial) Products, (partial) Works and/or (partial) Services of DECENTLAB GMBH.

12.5 The Customer shall have no rights and claims for defects of any kind defects of any kind in (partial) Products, (partial) Works and/or (partial) Services than those expressly mentioned in this Sections 12, in particular no claims for cancellation of the contract or for damages.

## **13. Warranty**

13.1 The warranty period for Products and/or Works is 24 (twenty-four) months (hereinafter referred to as: "the Warranty Period"). It begins with the dispatch of the Products and/or Works. If dispatch of the Products and/or Works is delayed for reasons for which DECENTLAB GMBH is not responsible, the Warranty Period ends at the latest 24 (twenty-four) months after notification by DECENTLAB GMBH that the Products and/or Works are ready for dispatch. For replaced or repaired Products and/or Works the warranty period ends upon expiry of the original warranty period.

13.2 The Warranty expires prematurely if the Customer or third parties make improper changes or repairs or if the Customer, in the event of a defect, does not immediately take suitable measures to reduce the damage and notify DECENTLAB GMBH in writing and substantiate the defect and give DECENTLAB GMBH the opportunity to remedy the defect.

13.3 Upon written request by the Customer DECENTLAB GMBH undertakes at its own discretion and at the exclusion of any further liability to repair or replace the Products and/or Works that are proven to be defective up to the end of the Warranty Period due to poor material, faulty design or faulty workmanship. Replaced parts become the property of DECENTLAB GMBH. DECENTLAB GMBH shall bear the costs of repair incurred on its premises. Additional costs of replacement and repair outside the premises of DECENTLAB GMBH, if so requested by the Customer, shall be borne by the Customer. If the repair and replacement is not or only partially successful, the Customer shall be entitled to an appropriate reduction of the price for the defective Products and/or Works after consultation with DECENTLAB GMBH.

13.4 Liability for warranted characteristics shall only be assumed for those characteristics that have been expressly designated as warranted characteristics in the Order Confirmation. The Warranty is valid at the until the expiry of the Warranty Period, unless a longer period has been expressly warranted in writing. If the warranted properties are not or only partially fulfilled, DECENTLAB GMBH is entitled to carry out rectification work. The Customer shall grant

DECENTLAB GMBH the necessary time and opportunity for this. If this rectification is not or only partially successful, the Customer shall be entitled to an appropriate reduction of the price after consultation with DECENTLAB GMBH.

13.5 Excluded from the Warranty of DECENTLAB GMBH are consumable materials, built-in components from third-party manufacturers with shorter lifetime and/or warranty period as well as damages to the Products and/or Works delivered by DECENTLAB GMBH that are proven not to have been caused by poor material, faulty design or defective execution, such as damages due to wear and tear (such as breakage and general wear and tear as well as overloading, weather conditions, air pollution, EMC), insufficient maintenance, disregard of operating instructions, excessive use, unsuitable equipment, chemical or electrolytic influences, interference with other products, systems or services, improper changes or repairs by the Customer or third parties, as well as due to other reasons for which DECENTLAB GMBH is not responsible.

13.6 DECENTLAB GMBH shall only assume warranty for Products and/or Works of subcontractors prescribed by the Customer within the scope of the warranty obligations of the subcontractors concerned.

13.7 The Customer shall have no rights and claims arising out of the Warranty (Warranty for defects in material, construction or design or for the absence of warranted characteristics) other than those expressly mentioned in this Sections 13, in particular no claims for cancellation of the contract or for damages.

13.8 Warranty rights and defences may not be transferred to third parties without the prior written consent of DECENTLAB GMBH.

#### **14. Intellectual Property Rights**

14.1 In the absence of any differing written agreement, the ownership of the intellectual property rights (in particular copyrights) related to the Products, Works and/or Services supplied by DECENTLAB GMBH, such as, among other things, program parts (software), which are produced, redesigned or modified by DECENTLAB GMBH remains with DECENTLAB GMBH and DECENTLAB GMBH grants the Customer a non-exclusive, non-transferable license for use Products, Works and/or Services as contractually intended for its own purposes without the right to grant sub-licenses. The Customer may not pass on or decompile the intellectual property rights of DECENTLAB GMBH, in particular software, or carry out reverse engineering and must not remove any copyright designations.

14.2 To the extent that a Contract foresees that DECENTLAB GMBH transfers to the Customer ownership on intellectual property rights, an appropriate remuneration is due by the Customer. In any case, DECENTLAB GMBH is entitled to continue using basic knowledge.

14.3 The content and scope of any license to use intellectual property rights of third-party suppliers, in particular third-party software, shall be determined by the license terms of the respective third-party supplier.

14.4 All intellectual property rights remain unrestrictedly with DECENTLAB GMBH or the respective third-party supplier, unless otherwise agreed in writing.

14.5 The warranty for intellectual property rights, in particular for software, is limited to such defects that cause unreasonable defects in the usage of the Products and/or Works delivered together with the intellectual property rights. DECENTLAB GMBH will take reasonable measures to replace the delivered parts of the Products and/or Works, in particular software, with intellectual property rights compliant replacements. Articles 12, 13 and 18 of these GTC apply analogously.

14.6 Either Party reserves all rights to its plans, samples, technical documents and all other documents and/or materials which it has handed over or made available to the other. The receiving Party acknowledges these rights.

#### **15. Confidentiality**

15.1 The Parties undertake to keep confidential all materials such as documents and/or samples as well as other information received and learned during the performance of the Contract, unless it can be proven that they are generally known or the Parties are legally obliged to disclose them. The receiving Party shall not make the received materials such as documents and/or samples as well as other information available to third parties in whole or in part without the prior written authorisation of the other Party or use them for purposes other than those for which they were handed over to the receiving Party. All technical, financial and commercial documents which have been expressly classified as confidential by the disclosing Party, or which are only accessible to a limited circle of persons, or which are reasonably considered confidential due to the circumstances, shall be considered as confidential.

15.2 The confidentiality obligation shall continue to apply in full even after the termination of this Agreement.

15.3 However, DECENTLAB GMBH is authorized to disclose materials such as documents and samples as well as other information to external cooperation partners that are used by DECENTLAB GMBH in order to perform its obligations under the Contract without prior notice to the Customer.

15.4 The Parties shall refrain from any attempt to entice away employees of the other Party.

## **16. Non-performance, Defective performance and its Consequences**

16.1 In all cases of poor performance or non-performance not expressly regulated in these GTC, in particular (i) if DECENTLAB GMBH begins the execution of supply of Products, Works and/or Services so late without any legitimate reason that timely completion cannot be expected any longer which results in a material breach of Contract, (ii) if a material breach of Contract attributable to the fault of DECENTLAB GMBH is foreseeable with certainty or (iii) if Products, Works and/or Services are supplied respectively are not supplied which result in a material breach of Contract due to the fault of DECENTLAB GMBH, the Customer is entitled to set DECENTLAB GMBH a reasonable grace period to cure the breach of contract under threat of withdrawal in the event of failure to perform. If this grace period expires unused due to the fault of DECENTLAB GMBH, the Customer may withdraw from the such part of the Contract which regards those Products, Works and/or Services that are affected by the occurred material breach of Contract respectively by the material breach of Contract which is foreseeable with certainty, and may demand back the portion of payments already made for such part of Contract affected by the material breach. The limitation of liability according to Section 18 fully applies without restriction.

## **17. Termination of the Contract**

17.1 If the Customer withdraws, cancels and/or otherwise prematurely terminates the Contract, for whatever reason, the Customer shall in any case owe DECENTLAB GMBH full compensation for expenses already incurred by DECENTLAB GMBH, including full compensation of the Products, Works and/or Services already supplied, plus an appropriate share of the profit for the remaining part of the Contract under exclusion of any deductions, and shall have no rights to the results of the Contract. DECENTLAB GMBH expressly reserves the right to claim further damages.

17.2 If the Customer is declared bankrupt or if composition proceedings are opened against it, DECENTLAB GMBH is entitled to withdraw from the contract without further ado, whereby the Customer or its legal successor shall in any case owe full compensation for the expenses already incurred, including full compensation of the Products, Works and/or Services already supplied, plus an appropriate share of the profit under exclusion of any deductions and without any right to the results of the Contract.

17.3 In the event of material breach of Contract by the Customer, DECENTLAB GMBH shall be entitled to terminate the Contract with immediate effect, whereby the Customer shall be obliged to indemnify DECENTLAB GMBH in full. In any case, the Customer shall owe full



compensation for the expenses already incurred, including full compensation of the Products, Works and/or Services already supplied, plus an appropriate share of the profit under exclusion of any deductions and without any right to the results of the Contract. DECENTLAB GMBH reserves its right to claim further damages.

17.4 In any case of termination of the Contract, the Customer remains obliged to pay all outstanding invoices in favour of DECENTLAB GMBH and to reimburse all expenses incurred by DECENTLAB GMBH under the Contract.

## **18. Exclusion of liability**

18.1 All claims of the Customer other than those expressly mentioned in these GTC, irrespective of the legal basis on which they are made, in particular any claims for damages, reduction or withdrawal from the contract not expressly mentioned herein, are excluded. All claims of the Customer for defective Products, Works and/Services are limited to the remedies foreseen in Section 12. All claims of the Customer arising out of the Warranty for Products, Works and/Services are limited to the remedies foreseen in Section 13. All claims of the Customer arising out of material breach of Contract by DECENTLAB GMBH are limited to the remedies foreseen in Section 16.

18.2 Under no circumstances shall the Customer be entitled to claim compensation for damages that have not occurred to the delivered Products and/or Works or that have been not directly caused by the Services provided by DECENTLAB GMBH, such as, without being limited to, loss of production, loss of use, loss of orders, loss of profit or other direct or indirect damages, in particular consequential damages caused by defects or otherwise. These limitations of liability do not apply, within the scope of the legally permissible, to unlawful intent in the case of a sales contracts (art. 184 et seq. CO) and to unlawful intent and/or gross negligence in the case of all other types of contract. However, these limitations of liability apply without restriction to unlawful intent or gross negligence of auxiliary persons of DECENTLAB GMBH.

18.3 Any liability of DECENTLAB GMBH for wrong advice and/or for breach of any other ancillary obligation is fully excluded, unless the Parties have explicitly agreed such advice obligations and/or ancillary obligations in writing and unlawful intent of DECENTLAB GMBH in sales contracts (art. 184 et seq. CO) or unlawful intent and/or gross negligence of DECENTLAB GMBH is given in all other types of contracts.

18.4 In all cases in which DECENTLAB GMBH may be held liable under these GTC and/or under the Contract, DECENTLAB GMBH shall be limited to 10% (ten) of the contract price of the Products, Works and/or Services affected by the breach of Contract, up to a maximum of CHF 100,000 (Swiss francs one hundred thousand).

## **19. Partial Deliveries and Partial Services**

19.1 If DECENTLAB GMBH makes partial supplies of Products, Works and/or Services, the provisions regarding acceptance and warranty shall be applied separately for each partial supply of Products, Works and/or Services.

## **20. Taking Back of Packaging Material and Disposal**

20.1 The Customer has no claim against DECENTLAB GMBH to take back packaging material or to dispose of Products and/or Works delivered.

## **21. Right of Recourse of DECENTLAB GMBH**

21.1 If persons are injured, third party property is damaged or other damage is caused by actions or omissions of the Customer or its auxiliary persons and if claims are made against DECENTLAB GMBH for this reason, DECENTLAB GMBH latter has a right of recourse against the Customer. The Customer shall indemnify DECENTLAB GMBH in full, in particular also

assume all costs for pre-litigation and litigation attorney fees as well as all other procedural fees (court fees) in accordance with the applicable tariffs.

## **22. Amendment of the GTC**

22.1 These GTC replace all previous general terms and conditions of DECENTLAB GMBH. DECENTLAB GMBH reserves the right to change these GTC at any time. The amended GTC are only binding for the Customer if DECENTLAB GMBH has notified the Customer of the amended GTC in writing and the Customer does not reject the amended GTC in writing within 2 (two) weeks. In the event of rejection, the previous GTC shall continue to apply.

## **23. Place of Performance, Place of Jurisdiction and Applicable Law**

23.1 Place of jurisdiction and place of performance for the Customer and DECENTLAB GMBH is **Zurich, Switzerland**. However, DECENTLAB GMBH is entitled to sue the Customer at the Customer's place of business or any other agreed place of performance.

23.2 All rights and obligations under these GTC and the Contract shall be governed by **substantive Swiss law** at the exclusion of the conflict-of-law rules of private international law. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

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Zurich, November 2020

Decentlab GmbH