

## Terms and Conditions Quality Analysis AG

### I. Validity of our Terms and Conditions

1. These Terms and Conditions are valid for all of our present and future business relationships with our customers even if they are not referenced expressly.
2. Deviating or complementary General Terms and Conditions of the customer do not become part of the contract even if they have not been contradicted expressly.
3. By issuing an order, the customer declares his binding consent to these Terms and Conditions unless something different has been agreed in writing.
4. Changes, amendments and other supplementary agreements to contracts require our written confirmation in any case.
5. A customer in the sense of these Terms and Conditions is a natural person or legal entity or an incorporated partnership pursuing their commercial or self-supporting occupational activities in issuing an order to us.

### II. Confidentiality

We, as well as, the customer will keep in confidence any information, business activities and documents becoming known in our mutual business relationship towards any third party, unless it has already become widely known in some other fashion. This obligation shall remain valid even after contract termination. The customer and we will impose a corresponding obligation on the employees affected by the business relationship.

### III. Contract Conclusion, Prices, Scope of the Contract

1. Our testing, measuring and contractual activities are limited to the existing condition of the test or measuring subject at the time of execution. We document it. The customer is obliged to submit proof of any other condition.
2. Our offered prices are always subject to confirmation and not binding prior to written order confirmation. Only our written confirmation of order is authoritative for the scope of the contractually due services. Our prices ex-factory do not include VAT and packaging.
3. The customer is liable for any transport risks; he is responsible for correct transport and correct packaging even if we organize the transport. The arising logistics and insurance costs shall be borne by the customer.
4. The customer is obliged to pick up the test subject immediately after service delivery and service notification at his own costs. Uncollected test items by the customer are properly disposed at the expense of the customer.

### IV. Payment Conditions

1. Our invoices shall be paid in full within 14 calendar days after the date of the invoice. The invoice is issued with date of delivery, execution, partial delivery, partial execution or delivery readiness (liability to be discharged at the domicile of the debtor, default of acceptance).
2. We reserve the right to claim damages exceeding the legal default interests. In such a case the customer is allowed to submit proof that we did not incur any damages at all or the damage is significantly lower.
3. Bills of exchange, cheques and money orders are only accepted as payment and are only considered payment after they have been credited to our company account without reservation. Bank charges, discounts and other expenses are at the expense of the customer.
4. The customer may only set off against such counterclaims having been assessed absolutely, undisputed or recognized by us.
5. The customer may only assert a right to retention due to counterclaims based on the same contractual relationship.

### V. Ensuring claims

1. Ownership of the services and products delivered to us remains reserved until the service has been paid in full. The reservation of title includes any and all, even future and limited claims between the customer and us until they are settled.
2. The customer is not authorized to security assignment or pawning of the goods but entitled to resell the reserved goods in his regular business. The customer hereby already cedes to us the claims against its business partners arising from it. In any case the customer shall inform us immediately in case of pawning, seizure and other orders by third parties.
3. If the value of our securities sustainably exceeds the existing claims by more than 20%, on request of the customer securities selected by the customer are released.
4. The customer shall bear any costs of asserting our rights of security against the customer or third parties.
5. In case of delayed payment by the customer, we are entitled to take back our service after a reminder, including but not limited to our measuring results. A withdrawal does not imply termination of the contract. We are entitled to charge 10% of the service value as withdrawal costs in case of a withdrawal. Assertion of a further damage remains unaffected. The customer is entitled to submit proof that no damage or damage in a far more limited scope has arisen to us.
6. If we are entitled to a withdrawal, the customer is obliged to enable one of our employees to take an inventory of the existing goods or services still being in our ownership.
7. We may use withdrawn goods in direct sale to our best possibilities after their real and appropriate term with allowance to the purchase price.

### VI. Warranty, Liability

1. All rights to warranty of the customer require that these are in accordance with the legal conditions and that the customer has fulfilled his obligation of investigation and reproach in compliance. Possible complaints shall be submitted to us within 8 days after receiving the goods or measuring products, in case of not detectable faults immediately after discovery.
2. If the customer detects damages of the packaging at delivery, he shall have the transport company confirm the damage in detail and in writing upon acceptance of the goods. If the transport damages have been detected after opening the goods, we shall be informed in writing within 5 calendar days. To meet the deadline, it is sufficient to send the notice in due time; the burden of proof is the customer's.
3. The customer only has claims to warranty for execution services if the reported faults are reproducible or can be displayed by automatically produced outputs.
4. The customer shall support us in removing faults if necessary, including but not limited to sending a data carrier with the relevant adjustments or information.
5. In a warranty case, we can choose to provide subsequent improvement or substitute delivery.
6. If the subsequent improvement or substitute delivery fails, the customer may choose between requesting a reduced remuneration or rescission of the contract. Rescission is excluded for goods manufactured after receiving the order.
7. If the customer brings about an examination on grounds of claimed faults, he shall bear the arising costs if it turns out that no defect is at hand.
8. The warranty is discharged for such adjustments or services the customer changed or otherwise intervened in unless the customer proves in connection with the notice of fault that the intervention did not cause the defect.
9. Further warranty claims of the customer, including but not limited to consequential defect damages are excluded, unless resulting from the lack of promised characteristics. This does not apply if we acted willfully or in gross negligence.
10. We do not guarantee the usefulness of goods or other services for the purpose intended by the customer unless an express written confirmation by us does exist.

### VII. Exclusion of Compensation

1. Subject to the following regulations, claims for compensation of the customer, for whatever legal reasons, even for those from illegal actions, for negligent breach of obligations by legal representatives, our vicarious agents or us are excluded. In case of negligent breach of cardinal obligations, our liability is limited to the order value for individual claims, however, at most to the typical predictable damage. We are not liable for negligent breach of duty such as delay or impossibility or negligently caused breaches of duty of care.
2. The above exclusion of liability and limitation of liability shall not apply in cases of liability independent from encumbrance, including but not limited to the law on product liability, for physical and health damages or loss of life or lack of promised characteristics, in case of malice aforethought and gross negligence.
3. In case of loss of the development products due to force majeure our liability is limited to the project's material value.

### VIII. Final Clause

1. Place of performance for all obligations arising directly or indirectly from the contractual relationship, including obligation of payment, is our company domicile in CH-5200 Brugg.
2. Legal domicile for all claims arising from the contractual relationship is the competent court for our company domicile, insofar as the customer is not deemed to be a consumer within the meaning of Article 32 ZPO (SR.272). We are also entitled to sue before a court competent for the domicile or a branch office of the customer.
3. The invalidity of specific regulations of this general business, delivery and payment terms and conditions or parts thereof does not affect the validity of the other regulations. The contractual parties are obliged as far as reasonable on good faith to replace an invalid regulation by a valid regulation amounting to the same economic effect if this does not result in a significant change of the contract content. The same applies if circumstances requiring regulation have not been regulated expressly.
4. The inclusion and interpretation of these General Terms and Conditions, as well as, conclusion and interpretation of the legal transactions with the customer are governed exclusively by Swiss law for contracts with Quality Analysis AG, in CH-Brugg, and by the law of the Federal Republic of Germany for contracts with Quality Analysis GmbH, in D-Nürtingen, excluding UN and international sales law.
5. The customer authorizes us with waiving of a notice to process personal data in the scope of the admissibility of the Swiss Federal Data Protection Guidelines and as necessary to execute the contractual relationship and to forward them to the departments responsible for the contractual relationship's execution. We expressly reserve the right to take out a credit insurance on possible business concluded with the customer and in this connection forward the necessary customer data, which the customer notes with approval.