



Aison Technologies AG

Wiesenstrasse 10A

CH-8952 Schlieren

Ust-IdNr.: CHE-255.058.642

AISON TECHNOLOGIES AG

TERMS AND CONDITIONS OF COMMERCIAL SALE

1. General

These terms and conditions of commercial sale of Aison Technologies AG (the "Terms and Conditions") apply to and form an integral part of all quotations and offers made by Aison Technologies AG ("Aison Technologies AG"), all acceptances, acknowledgements and confirmations by Aison Technologies AG of any orders by any of Aison Technologies AG's buyers (a "Buyer") and any agreements ("Agreement(s)") regarding the sale by Aison Technologies AG and purchase by Buyer of goods and services ("Products"), unless and to the extent Aison Technologies AG explicitly agrees otherwise in writing.

Aison Technologies AG hereby rejects and shall not be bound by any additions, exceptions or changes to these Terms and Conditions, whether in any printed form of the Buyer or elsewhere, unless explicitly agreed to by Aison Technologies AG in writing.

2. Order

Orders by the Buyer must be in writing (fax, email and webform included). Aison Technologies AG may, at its sole discretion, provide confirmation of acceptance of Buyer's order (the "Purchase Order"), by providing the Buyer with Aison Technologies AG's purchase order number. These Terms and Conditions form part of the Purchase Order. The Purchase Order constitutes the entire agreement between the parties hereto with respect to the Products and supersedes all prior negotiations, representations, agreements or undertakings related to the Purchase Order, either written or oral. If the Buyer fails to acknowledge the Purchase Order, it shall be deemed to have accepted the Purchase Order as soon as it commences to perform any of its obligations under the Purchase Order.

3. Pricing

Prices in any offer, confirmation or Agreement are in Swiss Francs (CHF) Euros (EUR) or US Dollars (USD) as indicated and agreed in the applicable communication from Aison Technologies AG, based on delivery Ex-Works (INCOTERMS latest version) Aison Technologies AG's manufacturing facility in Wiesenstrasse 10A CH-8952 Schlieren, or other facility designated by Aison Technologies AG, unless agreed otherwise in writing between Buyer and Aison Technologies AG and do not include any transfer costs, costs of insurance of transport, clearance costs, taxes, duties or similar levies, now or hereafter enacted, applicable to the Products or any other expenses. Aison Technologies AG will add taxes (e.g. value added tax), duties and similar levies to the sales price where Aison Technologies AG is required or enabled by law to pay or collect them and these will be paid by Buyer together with the price.



4. Payment

(a) Unless agreed otherwise between Aison Technologies AG and Buyer in writing, Aison Technologies AG may invoice Buyer for the price of the Products upon sending the Purchase Order. Net payment is due within fifteen (15) days of date of invoice unless agreed otherwise between Aison Technologies AG and Buyer in writing. All payments shall be made to the designated Aison Technologies AG account. If deliveries are made in installments, each installment may be separately invoiced and shall be paid for when due. No discount is allowed for early payment unless agreed to in writing by Aison Technologies AG.

(b) Aison Technologies AG may require full or partial payment in advance or other payment terms as a condition to delivery, and Aison Technologies AG may suspend, set-off, delay or cancel any credit, delivery or any other performance by Aison Technologies AG.

(c) In the event of any default by Buyer in the payment of any fees or charges due, or any other default by Buyer, Aison Technologies AG shall have the right to refuse performance and/or delivery of any Products until payments are brought current and Aison Technologies AG may suspend, set-off delay or cancel any credit, delivery or any other performance by Aison Technologies AG without any liability towards the Buyer. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under the Agreement or at law.

5. Delivery and quantities

(a) Products shall be delivered Ex-Works (INCOTERMS latest version) as designated by Aison Technologies AG, unless otherwise agreed in writing. Should parties agree on delivery by Aison Technologies AG by any means, such transport and delivery shall be done at the risk and account of Buyer. Delivery dates communicated or acknowledged by Aison Technologies AG are approximate only, and Aison Technologies AG shall not be liable for, nor shall Aison Technologies AG be in breach of its obligations to Buyer, for any delivery made within a reasonable time before or after the communicated delivery date. Aison Technologies AG agrees to use commercially reasonable efforts to meet the delivery dates communicated or acknowledged by it on the condition that Buyer provides all necessary order and delivery information sufficiently prior to the such delivery date.

(b) Buyer will give Aison Technologies AG written notice of any failure of Aison Technologies AG to deliver and thirty (30) days within which to cure. If Aison Technologies AG does not deliver within such thirty (30) day period, Buyer may cancel the affected and undelivered portions of the Agreement, provided that Aison Technologies AG is responsible for the delay. Aison Technologies AG shall have no liability for any damages due to failure to deliver, any delay, or any claims for damages in lieu of performance.

(c) Risk of loss in or damage to the Products shall pass to Buyer as of the moment the Products have been put on transport in accordance with Ex-Works (INCOTERMS latest version) as designated by Aison Technologies AG.

6. Force majeure



Aison Technologies AG shall not be liable for any failure or delay in performance if:

(i) such failure or delay results from interruptions in the Product manufacturing process, except in cases of gross negligence or intent; or

(ii) such failure or delay is caused by Force Majeure as defined below and/or by (case) law.

In case of such a failure as set forth above, the performance of the relevant part(s) of the Agreement will be suspended for the period such failure continues, without Aison Technologies AG being responsible or liable to Buyer for any damage resulting therefrom.

The expression "Force Majeure" shall mean and include any circumstances or occurrences beyond Aison Technologies AG's reasonable control, whether or not foreseeable at the time of the Agreement, as a result of which Aison Technologies AG cannot reasonably be required to execute its obligations including force majeure and/or default by one of Aison Technologies AG's suppliers, regardless whether such circumstances or occurrences are or may be covered by insurances. Such circumstances or occurrences include but are not limited to: acts of god (including but not limited to fire, flood, earthquake, storm, hurricane or other natural disaster); ionizing radiations or contamination (by radio-activity) from any (nuclear) fuel or from any (nuclear) waste from the combustion of (nuclear) fuel or (radio-active) toxic, explosive or other hazardous properties of any explosive (nuclear) assembly or (nuclear) component thereof; pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation; pandemic outbreak; terrorist activities; nationalization; government sanction; government restrictions on production, logistics or employment; regulatory limitations; blockage; embargo; labor dispute, strike, lockout or lockdown; or interruption or failure of electricity, data, telephone or IT services. In the event that the Force Majeure extends for a period of three (3) consecutive months (or in the event that the delay is reasonably expected by Aison Technologies AG to extend for a period of three (3) consecutive months), Aison Technologies AG shall be entitled to cancel all or any part of the Agreement without any liability towards Buyer.

7. Retention of title; insurance

(a) Until the payment of each Purchase Order has been received by Aison Technologies AG in full, Aison Technologies AG will retain full ownership of the Products delivered under such Purchase Order.

(b) Until the payment of each Purchase Order has been received by Aison Technologies AG in full, the Buyer will arrange and maintain (at its own cost) a professional indemnity insurance at a level sufficient to meet any liability for any act or default for which the Buyer may become liable to indemnify Aison Technologies AG under the terms of the Purchase Order. The Buyer shall supply Aison Technologies AG with evidence of such insurance on demand.

8. Rights in intellectual property



The Products, the trademarks or tradenames associated with the Products, the formulations and packaging of the Products, and any related documentation, are the sole property of Aison Technologies AG or its affiliates (collectively, the "Intellectual Property") and this Agreement grants no right to use the Intellectual Property, including the name Aison Technologies AG, except as explicitly granted in these Terms and Conditions or the Agreement. No other trademarks, service marks, tradenames or identifying marks other than the marks on the Products shall be used to describe or identify any of the Products without Aison Technologies AG's prior written permission. Notwithstanding anything to the contrary herein, these Terms and Conditions shall not be construed as conferring any right, license or immunity, either directly or by implication, estoppel or otherwise to Buyer or any third party under any Aison Technologies AG Intellectual Property or intellectual property rights of any third party other than explicitly granted under these Terms and Conditions.

Buyer is not permitted to alter the Products in whole or in part or to affix on the good another brand name or packaging without the express written permission of Aison Technologies AG.

9. Defects / non-compliance

The Products are warranted to end-users only to be free from defects in material and workmanship. Liability under this warranty is limited to either refund of the net purchase price of any Product proven defective or, at Aison Technologies AG's option, replacement of such Product. Buyer agrees to do nothing to extend this warranty. All other warranties, expressed or implied, including, but not limited to, any implied warranty of fitness for a particular purpose or merchantability are hereby excluded.

Notwithstanding the foregoing, Aison Technologies AG shall have no obligations under warranty if the alleged defect or non-conformance is found to have occurred as a result of misuse, use other than as set forth in the applicable instructions for use, neglect, or as a result of improper alteration, modification, storage, transportation or improper handling.

Buyer has a duty to inspect the Products and packaging upon arrival. Unless other arrangements are described on the invoice or other appropriate documentation, all cartons must be counted/inspected and shortages/damages must be reported to Aison Technologies AG at the time of delivery. All claims must be made to Aison Technologies AG within five (5) days after receipt of the Products.

10. Limitation of liability

Any claims for damages, compensation and/or reimbursement of expenses or costs of the Buyer or specific performance (hereinafter referred to as "Claims for Damages"), regardless of the legal grounds including due to a breach of contract, warranty, delay, tort and/or infringement of duties arising in connection with the agreement, shall be excluded, with the exception of the claim under warranty as set out and limited to the extent as set out under clause 8. In case of failure of delivery or delay, any Claims for Damages shall be excluded even if Buyer had set a deadline that has expired.

11. Confidentiality



Buyer acknowledges that all technical, commercial and financial data disclosed to Buyer by Aison Technologies AG and/or its affiliates is the confidential information of Aison Technologies AG and/or its affiliates. Buyer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transaction contemplated herein.

12. Recordkeeping

Buyer shall keep accurate and complete records of all transactions entered into in connection with the purchase and sale of Products, including, but not limited to the name and address of every customer to whom (if applicable) Buyer sells the Products and item, quantity and lot numbers of such Products. Such information shall be maintained for at least one year past expiration date of the applicable Product's shelf life for traceability (to comply with Aison Technologies AG's regulatory obligations). This shall be the property of Aison Technologies AG and shall be provided promptly upon written request and at the termination or expiration of this Agreement. In the event of a recall or similar event, Buyer will assist Aison Technologies AG in the recall including without limitation notifying (if applicable) its customer, in compliance with Aison Technologies AG's regulatory obligations.

13. Privacy laws

- (a) Any privacy sensitive information provided by the Buyer to Aison Technologies AG shall remain the sole responsibility of the Buyer.
- (b) Aison Technologies AG will observe and act at all times in conformity with applicable privacy legislation. Aison Technologies AG will only use the privacy sensitive information for the purpose of processing the Purchase Order and future direct marketing activities. Buyer hereby approves the usage of Aison Technologies AG of privacy sensitive information of the Buyer for such purposes.
- (c) Should Aison Technologies AG be required to take measures regarding the protection of privacy information that go beyond statutory requirements, then Aison Technologies AG will only reasonably comply with such terms as stipulated by the Buyer upon agreement thereof between the parties. Regardless of such agreement, Aison Technologies AG does not warrant that the measures taken by Aison Technologies AG in such a case will provide adequate protection against data breach.
- (d) Upon request, Buyer shall provide Aison Technologies AG with information about Buyer's policies to comply with the applicable privacy legislation.

14. No setoff

Buyer shall have no right to withhold or reduce any payments or to offset existing and future claims against any payments due for Products sold under the Agreement or under any other agreement that Buyer may have with Aison Technologies AG or any of its affiliates may have and agrees to pay the amounts hereunder regardless of any claimed offset which may be



asserted by Buyer or on its behalf. However, Buyer shall have the right to offset claims that are undisputed by Aison Technologies AG or which have been established through a non-appealable judgment.

15. Governing law and jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Switzerland. In any legal action relating to these Terms and Conditions, Buyer irrevocably agrees and consents to the exercise of jurisdiction over it by the courts of Switzerland. Aison Technologies AG may institute legal action in any appropriate jurisdiction.

The parties agree that the convention on Contracts for the International Sale of Goods shall not apply.

16. Breach and termination

Without prejudice to any rights or remedies Aison Technologies AG may have under the Agreement or at law, Aison Technologies AG may, by written notice to Buyer, cancel or terminate with immediate effect the Agreement or any part thereof without any liability whatsoever, if:

- (a) Buyer violates or breaches any of the provisions hereof;
- (b) any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Buyer, whether filed or instituted by Buyer, voluntary or involuntary, a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer;
- (c) the control or ownership of Buyer changes.

Upon occurrence of any of the events referred to above, all payments to be made by Buyer under the Agreement shall become immediately due and payable.

17. Miscellaneous

(a) In the event that any provision(s) of these Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions thereof. In the event that any provision of these Terms and Conditions shall finally be determined to be unlawful or unenforceable, such provision shall be deemed severed from these Terms and Conditions, but every other provision shall remain in full force and effect, and in substitution for any such provision held unlawful or unenforceable, there shall be substituted a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

(b) The failure on the part of either party to exercise, or any delay in exercising, any right or remedy arising from the Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy arising there



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from preclude any other or future exercise thereof or the exercise of any other right or remedy arising from the Agreement or from any related document or by law.

Aison™ Technologies AG

Wiesenstrasse 10A

8952 Schlieren

Switzerland

Tel. no: +41-76 330 4150

info@aisontechnologies.com

www.aisontechnologies

Effective as of January 6th 2022