

General Terms and Conditions of Sale

I. General provisions

- These General Terms and Conditions shall apply to cross-border legal relations between Cellpack ("the Supplier") and the Purchaser for Deliveries and/or services provided by the Supplier (hereinafter referred to as "Deliveries"). The Purchaser's General Terms and Conditions shall only apply if the Supplier has expressly agreed to them in writing. Concordant written declarations from both parties shall determine the scope of the Deliveries.
- The Supplier reserves, without any restrictions, the right of exploitation under its ownership rights and copyrights of cost estimates, drawings and other documents (hereinafter referred to as the "Documents"). The Documents may only be made accessible to third parties with Supplier's prior consent and if the order is not placed with Supplier, shall be returned to Supplier immediately upon request. Sentences 1 and 2 shall apply accordingly to the Purchaser's documents; however, they may be made accessible to third parties to whom the Supplier has expressly transferred Deliveries.
- The Purchaser shall have the non-exclusive right to use standard software with the agreed features without any changes on the agreed devices. The Purchaser may create one backup copy of the standard software without express agreement.
- Partial Deliveries shall be permitted, provided they are reasonable for the Purchaser.
- In these General Terms and Conditions, the term claims for damages shall also include claims for compensation for futile expenditure.

II. Payment and delivery conditions

- The prices shall not include the statutory value added tax applicable at the time.
- Unless otherwise agreed in writing, the applicable INCOTERMS 2020® clause shall be EXW Warehouse as designated by Supplier. Purchaser shall recover the deliveries within 8 working days from Supplier's notification. Purchaser agrees that unduly delayed recovery of the Deliveries, if attributable to Purchaser, shall entitle Supplier to seek compensation for the resulting costs in the amount of 0,5 % of the Purchase Price for each week of delay up to a maximum amount of five per cent (5%) of the Purchase Price
- Unless otherwise agreed between the parties in writing, payments shall be made without deduction within thirty (30) calendar days. Payments shall be made exclusively to the bank accounts designated by the Supplier and shall only then lead to a debt discharging effect. Express reference is made to the dangers of "cybercrime".
- The Purchaser may only offset claims that are undisputed or have been legally established.

III. Transfer of Title

- The ownership of the Deliveries shall not pass to Purchaser and retention of full legal and beneficial ownership of the Deliveries (Transfer of Title) shall remain with Supplier unless and until Supplier has received payment in full for the Deliveries, including all secondary costs such as interest, charges, expenses etcetera. Purchaser shall cooperate in any measures necessary for the protection of Supplier's title. Upon entering a contract, Purchaser authorizes Supplier to enter or notify the Transfer of Title in the required form in public registers, books or similar records, all in accordance with relevant national laws, and to fulfill all corresponding formalities, at Purchaser's cost. Transfer of Title shall mean any form of transfer / retention of title that is valid and enforceable under the law governing the underlying sales contract or the place of shipment/delivery.
- Should the contractual relationship be terminated for whatever cause, Supplier shall, without prejudice to any other rights of Supplier, be entitled to require immediate re-delivery of the Deliveries for which it may invoke a Transfer of Title.
- As long as title to the Deliverables remains with Supplier pursuant to this Article III, Purchaser is entitled to use the Deliverables solely to the extent required in its ordinary course of business, and, to the extent possible, shall: a) keep the Deliverables separate and in a clearly identifiable manner; b) notify Supplier immediately of any claims by third parties which may affect the Deliverables; and c) adequately insure the Deliverables. Purchaser shall further take all measures to ensure that Supplier's title is in no way prejudiced.

IV. Delivery; Force Majeure; delays

- Adherence to the delivery deadlines shall require that Purchaser supplies all necessary documents, approvals, released plans, etc. in good time as well as that the Purchaser adheres to the agreed terms of payment and other obligations. If these conditions are not met in good time, the deadlines shall be extended for an appropriate period; this shall not apply if the Supplier is responsible for the delay.
- If the deadlines cannot be met due to
 - Force Majeure e.g. although not limited to, in cases of mobilization, war, epidemics, official delivery restrictions, material and product shortages, acts of terrorism, riots or similar events (e.g. strikes, lockouts)
 - viruses or other attacks by third parties on the Supplier's IT system, provided these occurred despite due diligence regarding using protective measures,
 - hindrances due to applicable national, supranational and/or international law provisions beyond the Supplier's reasonable control, or
 - late or improper delivery to the Supplier, the deadlines shall be extended accordingly in good faith.
 The Supplier shall be released from its obligation to deliver if the circumstance for which the Supplier is not responsible continues for more than four (4) weeks.
- If the Supplier fails to meet the deadline, the Purchaser, provided there is evidence that damages occurred, may demand damages of 0.5% for each full week of delay but no more than 5% in total, of the price for the part of the Delivery that could not be used for its specific purpose due to the delay.
- Purchaser's claims for damages due to delayed Delivery as well as claims for damages in lieu of performance exceeding the limits specified in Art. IV.3 above shall be excluded in all cases of delayed Delivery, even after the time the Supplier was granted to deliver the Deliveries has lapsed. This shall not apply to cases of intent, gross negligence or injury to life, limb or health. The Purchaser may only withdraw from the contract within the scope of statutory provisions to the extent that the Supplier is responsible for the delay in delivery. Any changes to the burden of proof to the

disadvantage of the Purchaser shall not be linked to the provisions set forth above.

- At the Supplier's request and within an appropriate notice period, the Purchaser shall be obliged to declare whether it shall withdraw from the contract due to the delay of the delivery or insists that delivery be carried out.
- If shipments or deliveries are delayed at the request of the Purchaser by more than one month after notification that the Deliveries are ready for delivery, the Purchaser may be invoiced storage fees in the amount of 0.5% of the price of the items to be delivered for each storage month started, but no more than a total of 5% of the price. It shall be left to the contractual parties' discretion whether evidence of higher or lower storage costs should be presented.

V. Transfer of risks

- Unless otherwise agreed in writing, the transfer of risk shall be based on the INCOTERMS® 2020 clause: EXW Warehouse as designated by Supplier.
- If shipment, delivery, start and execution of the installation or assembly, receipt at the Purchaser's location or trial run is delayed for reasons for which the Purchaser is responsible or if the Purchaser delays accepting the Deliveries for other reasons, the risk shall be transferred to the Purchaser.

VI. Installation, assembly and safety requirements

Unless otherwise agreed in writing, the following shall apply to installation and assembly:

- Installation may only be carried out by experienced, trained personnel authorized to work with low voltage / medium voltage (depending on the Deliverable and its installation/assembly requirements), in accordance with the specific Deliverable documentation. The electrical safety standards applicable at the installation site of the Deliverables must always be observed. When using the Deliverables, the Purchaser is solely responsible for ensuring that its employees comply with the safety instructions in the installation manual and the statutory labor and safety regulations. To ensure satisfactory and safe use of the Deliverables, it is advisable to read the relevant user instructions carefully before installation and to ensure that the personnel responsible for installation have the necessary qualifications to use the Deliverables mentioned. Purchaser shall be solely responsible for the choice of products and services other than the Deliveries which are intended to be used in connection with Deliveries (e.g. cables and their preparation).
- The Purchaser shall provide at its own costs and in good time:
 - all earthworks, construction work and other additional work from other sectors, including skilled and unskilled staff, building materials and tools required,
 - the items and materials required for assembly and start-up, such as scaffolding, hoists and other equipment, fuels and lubricants,
 - energy and water at the point of use, including connections, heating and lighting,
 - at the installation site, sufficiently large, suitable, dry and lockable rooms for storing machine parts, apparatus, equipment, tools etc. and suitable work and recreation rooms, including sanitary facilities for the assembly staff that are suitable under the respective circumstances; additionally, the Purchaser shall take the same measures to protect the property of the Supplier and the assembly staff at the building site it would take to protect its own property.
 - Protective clothing and equipment that are required due to certain conditions at the installation site. Before the start of the assembly work, the Purchaser shall provide the necessary information about the location of concealed electricity lines and gas and water pipes or similar installations as well as necessary structural data, without being requested to do so.
- Before installation or assembly, the materials and items required to carry out the work must be available at the installation or assembly site and all preparations must be completed to the extent that the installation or assembly can be started as agreed in the contract and carried out without interruptions. Access routes and the installation / assembly site must be levelled and cleared.
- If the installation, assembly or start-up is delayed due to reasons beyond the Supplier's control, the Purchaser shall bear the costs for any waiting time and any additional necessary journeys of the Supplier or assembly staff to a reasonable extent.
- The Purchaser shall furnish the Supplier with documentation verifying the weekly working hours of the assembly staff and shall promptly notify the Supplier upon completion of the installation, assembly, or start-up.
- If the Supplier demands that the Delivery be accepted after completion, the Purchaser shall do so within two weeks. If the Purchaser allows the two-week deadline to lapse or if the Delivery is put into use after an agreed test period has ended, acceptance shall be deemed to have occurred.

VII. Acceptance

The Purchaser may not refuse to accept deliveries due to minor defects.

VIII. Liability and Warranty

The Supplier shall be liable for material defects as follows:

- At the Supplier's discretion, all parts or services that exhibit a material defect shall be repaired, replaced or provided again free of charge, provided the cause of the defect already existed at the time risk was transferred.
- Claims for subsequent performance shall expire twelve (12) months after the starting date of the statutory limitation period; the same shall apply to withdrawal and reduction of price. This period shall not apply if longer terms are required by applicable mandatory law.
- The Purchaser shall submit any notices of defects immediately in writing. Failure to give notice of defects shall lead to the loss of the Purchaser's defect rights.
- In the case of notices of defects, the Purchaser may withhold payment to an extent that is in reasonable proportion to the material defects that have occurred. The Purchaser may only withhold payments if a complaint in respect to a defect is filed and if there are no doubts that the defect exists. The Purchaser may not withhold payments if its claims for defects are time-barred. If a notice of defect is unjustified, the Supplier shall be entitled to compensation by the Purchaser for the expenses incurred in connection therewith.
- The Supplier shall be granted the opportunity to carry out subsequent performance within an appropriate time. Any delays (Art. IV of these General Terms and Conditions) shall be taken into consideration.
- If the subsequent performance fails, the Purchaser shall have the right to withdraw from the contract or to decrease remuneration, without prejudice to any claims for

damages pursuant to these General Terms and Conditions.

7. No claims for defects shall be asserted in the case of insignificant deviation from the agreed conditions, insignificant impairment to usability, natural wear and tear or damages caused after the transfer of risk because of incorrect or careless use, excessive use, unsuitable equipment, defective workmanship, unsuitable foundation soil or other external influences not provided for in the contract. If the Purchaser or a third party incorrectly makes changes or repairs and/or use Deliveries in conjunctions with deliverables not stemming from Supplier, no claims for damages may be asserted for those or for consequences resulting therefrom.
8. Claims made by the Purchaser regarding expenses required for the subsequent performance, in particular transport, travel, work and material costs, shall be excluded if the expenses are increased because the Delivery was delivered to another place than the Purchaser's location, unless this suits the intended purpose, as defined by the Supplier.
9. The Purchaser may not assert any claims for damages due to material defects. This shall not apply in the case of deliberate concealment of the defect, non-compliance with the quality guarantee, in the case of injury to life, limb or health, and if the Supplier violates its obligations willfully or due to gross negligence. Any changes to the burden of proof to the disadvantage of the Purchaser shall not be linked to the provisions set forth above. Any further claims or claims other than those stipulated in Art. VIII by the Purchaser due to a material defect shall be excluded.
10. Limited warranty: The Supplier warrants only that the Deliverable has successfully undergone tests required by mandatory applicable, statutory law provided for in technical specifications, if any. Unless expressly agreed in writing, the Supplier warrants only that the Deliverable is fit for the explicit purpose designated by the Supplier and laid down in Supplier's technical documentation. The Supplier does not warrant for uses the Purchaser may have intended, even if the Supplier is aware of such intentions. Unless otherwise provided for in the applicable regulations, the Supplier does not warrant the conformity of the Deliverable with certain norms, industry standards or other specific technical characteristics that it has not expressly mentioned (example: requirements of an owner or manager of a public medium-voltage power distribution network). Compliance with such restrictions and/or requirements lies with Purchaser's sole responsibility. This warranty is subject to Purchaser's proper receipt, handling, storage, installation and use in accordance with the technical specifications and proper maintenance of the Deliverables (Article VI). Art. IX and X shall always apply.

IX. Intellectual property rights and copyrights; defects in title

1. Unless otherwise agreed, the Supplier shall provide the Delivery unencumbered of any intellectual property rights of third parties (hereinafter referred to as the "Property Rights") only in the country where delivery takes place. If third parties assert valid claims against the Purchaser due to a violation of Property Rights in connection with Deliveries provided by the Supplier and used pursuant to the contract, the Supplier shall be liable to the Purchaser within the period specified in Art. VIII, No. 2 as follows:
 - a) At its own discretion and costs, the Supplier shall either obtain the right to use the Deliveries concerned, change the Deliveries so that the Property Rights are not violated or replace the Deliveries. If this is not feasible for the Supplier under reasonable conditions, the Purchaser shall be entitled to make use of its statutory right to withdraw from the contract or to reduce the price.
 - b) The Supplier's obligation to compensate damages shall be determined and limited by Articles VI, VIII and X.
 - c) The Supplier's obligations set forth above shall only apply if the Purchaser notifies the Supplier immediately in writing of any claims made by third parties, does not acknowledge a violation and the Supplier's rights to take defense measures and engage in settlement procedures are reserved. If the Purchaser ceases to use the Delivery to reduce damages or for other good cause, Purchaser shall be obliged to notify the third party that the suspension of use is not an acknowledgement of a violation of Property Rights.
2. Claims made by the Purchaser shall be excluded if the Purchaser is responsible for the violation of the Property Rights.
3. Claims made by the Purchaser shall also be excluded if the violation of Property Rights is caused by specifications defined by the Purchaser, by use outside the intended use as defined by Supplier, by modifications or by use in conjunction with products other than the Deliverables.

X. Limitation of liability

1. The Supplier's liability for intent and gross negligence is unlimited.
2. Liability for damages caused by slight negligence is excluded.
3. The Supplier's total liability arising out of or in connection with the sale is capped at the net Invoice value of the Deliverables concerned.
4. For direct damages, liability only for foreseeable, typical damages. No liability for (i) indirect, special and consequential damage, (e.g. loss of production, loss of data, loss of profit), (ii) damage due to actions / omissions of the customer or third parties, (iii) normal wear and tear, (iv) suitability for certain purposes outside the purpose defined by Supplier, (v) marketability, (vi) use in conjunction with products not stemming from the Supplier.
5. Subject to mandatory provisions of applicable product liability legislations such as the Product Liability Act, liability for personal injury remains unaffected.
6. All limitations of liability mentioned also apply in favor of Supplier's auxiliary persons

XI. Place of Jurisdiction, Arbitration, Applicable Law, Languages

1. Swiss law shall apply, without its conflict of law provisions,
2. If the Buyer is located within the European Union (EU) or the European Economic Area (EEA), the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Zurich, Switzerland.
3. For Buyers located outside the EU and EEA, all disputes arising out of or in connection with the contractual relationship shall be finally settled under the Swiss Rules of International Arbitration of the Swiss Arbitration Centre by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Zurich, Switzerland. The language of the arbitration shall be English.
4. Supplier, however, remains entitled to choose jurisdiction as under Article XI.2 or to sue the buyer in the courts in whose district its head office is situated.

Date: October 2025