

TERMS AND CONDITIONS

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1. GENERAL

- 1.1. These Terms and Conditions are applicable to all contracts related to the sale of trigalight[®] gaseous tritium light sources, manufactured by the company MBM-microtec AG (MBM). Contradictory terms of the customers are not applicable.
- 1.2. To be legally binding, changes or additions hereto shall be in written form and require the signature of representative of both parties with signatory powers.
- 1.3. Offers which do not stipulate a validity period are not binding upon MBM. The contract between the parties is deemed concluded when MBM confirms the acceptance of an order in writing ('order confirmation').
- 1.4. Should any provision hereof be or become ineffective, this shall not affect the validity of the remaining provisions. The parties shall endeavour to amend the ineffective provision or replace it immediately with a new provision, which conforms as far as possible to the purpose of the ineffective provision.

2. SCOPE OF PRODUCTS

- 2.1. The products are exhaustively specified in the order confirmation and in appendices thereto. MBM shall be entitled to make any changes which lead to improvements provided such changes do not result in a price increase.

3. TECHNICAL DOCUMENTS AND TOOLS

- 3.1. Each party retains all rights to technical documents and tools provided to the other. The party receiving such documents or tools recognises these rights and shall – without previous written consent of the other party – not make these documents or tools available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

4. PRICES

- 4.1. Unless otherwise agreed upon, all prices shall be EXW Niederwangen (Incoterms[®] 2020) in Swiss Francs without any deductions whatsoever. Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the customer. Likewise, the customer shall bear any and all taxes, fees, levies, customs duties and the like which are levied out of or in connection with the contract, or shall refund them to MBM against adequate evidence in case MBM is liable for them.

5. TERMS OF PAYMENT

- 5.1. Unless otherwise agreed upon, payments shall be made by the customer in advance before delivery.
- 5.2. If the payments are not provided in accordance with the terms of the contract, MBM shall be entitled to adhere to or to terminate the contract, and shall in both cases be entitled to claim damages.
- 5.3. In the event of any delay in payments, interest shall be payable on the overdue amount at a rate equal to the sum of the current discount rate of the Swiss National Bank plus 5 percent p.a. Payment of the interest does not release the customer from its obligation to make payments on the agreed dates or from the obligation to pay damages which might exceed the overdue amount mentioned herein.
- 5.4. An offset of claims from either party out of or in conjunction with the contract is only allowed with an accepted or legally confirmed counterclaim.

6. RESERVATION OF TITLE

- 6.1. MBM shall remain the owner of all products until having received the full payments in accordance with the contract. The customer shall cooperate at first notice in any measures necessary or useful for the protection of MBM's title.

7. DELIVERY TIME

- 7.1. The delivery time, which is accepted by the order confirmation ('delivery time') shall start as soon as the contract is entered into, all official formalities such as, but not limited to, import permits have been completed, payments in accordance with the terms of the contract have been made, any agreed securities have been given and the main technical points have been settled. The delivery time shall be deemed to be observed if by that time MBM has sent a notice to the customer informing that the products are ready for dispatch ('dispatch notice').
- 7.2. The delivery time will be met to the best of the ability of MBM. Non-compliance of MBM with the delivery time does not entitle the customer to withdraw from the contract and/or to claim damages or dis-counts.

8. PASSING OF BENEFIT AND RISK

- 8.1. The benefit and risk of the products shall pass to the customer by the date of the shipment Ex-Works.
- 8.2. If dispatch is delayed for reasons attributable to the customer or other reasons beyond MBM's control, the risk shall pass to the customer 30 days after the date of the dispatch notice. From this moment on, the products shall be stored at the risk of the customer and MBM shall be entitled to claim a storage fee of CHF 1'500 per month or part thereof.

10. FORWARDING, TRANSPORT AND INSURANCE

10.1. MBM shall, the latest with the order, be notified of special requirements regarding forwarding, transport and insurance. The transport shall be EXW Niederwangen (Incoterms[®] 2020) at the customer's expense and risk.

11. COMPLIANCE TO REGULATORY REQUIREMENTS

11.1. The customer will be liable for the compliance to regulatory requirements and will conclude with his customer's agreements with conditions to assure that all regulatory requirements connected to the product delivered by MBM and including the right for MBM or its designee to audit the customer in these aspects.

11.2. To support this process the customer has to make transparent his own customers names and has to provide in written a list of all of his customers in case of a demand from MBM.

11.3. If MBM finds incompliances, the delivery of products to the customer can be stopped immediately.

12. INSPECTION

12.1. The customer shall inspect the products immediately upon receipt. In case of discrepancies, short deliveries or wrong products, the customer shall notify MBM in writing within 8 working days. Failing such notice, the product is deemed to have been accepted and MBM shall not be obligated to replace products or to provide additional products.

13. WARRANTY

13.1. The warranty period of the products is set to 10 years and starts with the date the products are sold to his end-customer.

13.2. The warranty shall expire prematurely if the customer or a third party performs inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give MBM in writing the possibility of remedying such defect.

13.3. Subject to the limitations on its liability set out herein, MBM warrants to the customer that the products shall be free from defects in materials and workmanship.

13.4. MBMs liability in respect of any product shall be limited, at its option, to the cost of replacing or repairing any product which is shown to be defective, and shall not extend to any other damages incurred directly or indirectly in connection with the sale or use of the product.

13.5. Except for this limited warranty, no representation or warranty whatsoever is made by or on behalf of MBM and all conditions and warranties implied by operation of law or otherwise are hereby expressly excluded.

- 13.6. In particular, MBM gives no warranty, express or implied, of satisfactory quality or fitness for purpose for a particular use in relation to any product.
- 13.7. Descriptions, specifications, data and information relating to a product are meant solely to generally describe a product at any time of manufacture and do not constitute any express and shall not give rise to any implied warranty. No representative of MBM is authorized to give any warranty in respect of any product or assume any liability or responsibility in connection with a product.
- 13.8. The warranty rights and remedies cannot be assigned to any third party without the prior written approval of MBM.

14. FORCE MAJEURE

- 14.1. MBM shall not be liable for the non-adherence to its obligations, provided that such occurrences are due to reasons beyond MBM's control and powers, such as accidents, fire, explosions, floods, strikes or labour troubles, exclusions, sabotage, unrest, war or civil war, blockades, restraints imposed by governments or authorities, impossibility of material procurement or procurement of transport facilities and any other force majeure event.
- 14.2. If such an event occurs, MBM's obligation to perform will be suspended for as long as the event continues. Any partial performance, which is not affected by a force majeure event, may be rendered by MBM and shall be accepted by the customer.

15. INDEMNITY

- 15.1. The customer shall hold harmless MBM against all liability and damage resulting from claims made or legal proceedings instituted against MBM which are the result of the customer's or any of its affiliates' or agents' or subcontractors' negligence.
- 15.2. Such indemnity will include the reimbursement of the legal expenses reasonably incurred by MBM contesting or defending such claim. The customer shall use all reasonable efforts in assisting MBM in its defence.

16. GOVERNING LAW AND JURISDICTION

- 16.1. The contract shall be governed solely by the laws of Switzerland; however, neither the laws of conflict nor the United Nations Treaty on Contracts for the International Sale of Goods (CISG) shall apply. The courts at the domicile of MBM shall have sole jurisdiction.
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These Terms and Conditions are valid upon from 4th April 2024