

GENERAL TERMS AND CONDITIONS

**Bechtle Schweiz AG,
Branch: German-speaking Switzerland
As at January 2020**

The following Terms and Conditions govern the reciprocal relationships between the customer or its assignees (hereinafter referred to as the Customer) and the Bechtle Schweiz AG branch located in German-speaking Switzerland (hereinafter referred to as Bechtle Bechtle). The Parties expressly reserve the right to enter into written agreements differing from these Terms and Conditions.

1 Quotes and orders

Offers from Bechtle are valid for 30 days or, if this occurs earlier, until the expiry of the contract underlying the offer. Orders from the customer require express written confirmation from Bechtle to be valid.

2 Changes

If a delivery date is postponed due to a change in the customer's order, Bechtle reserves the right to adjust prices.

3 Delivery times

The delivery periods specified by Bechtle will be adhered to as best as possible. Delivery delays not caused by Bechtle do not entitle the customer to withdraw from the contract or claim damages. Exceptions are delays due to force majeure, which entitle both parties to withdraw from the contract regarding the affected products only after 90 days.

4 Packaging

The costs for packaging are borne by the customer. Bechtle is not liable for transport damage; however, the transport risk is insured by Bechtle. Any transport damages must be reported to Bechtle by the customer in writing within 8 days of receiving the products, including a report from the transport company.

5 Prices and payment terms

Conditions are governed by the respective order documents (offer/contract). In the absence of other agreements, the payment term is 30 days, and travel expenses (time and kilometers) are not included in the prices. Delayed deliveries, complaints, or warranty claims do not entitle the customer to delay payment. The customer is not entitled to offset any counterclaims against claims from Bechtle.

6 Default on payment

In the event of payment default, Bechtle is entitled to suspend all services under existing contracts with the customer. In cases of late payment, administrative/reminder fees of CHF 20.- per reminder as well as a default interest of 5% p.a. are payable.

7 Acceptance

The acceptance of all products delivered by Bechtle, including system software, is carried out in accordance with the test procedures specified by Bechtle. If the installation is carried out by Bechtle, acceptance takes place simultaneously with the installation. If the installation is performed more than 30 days after delivery due to reasons attributable to the customer, the product is deemed to be accepted on the 31st day after delivery. Products for which installation is not included in the purchase price are considered accepted 14 days after delivery, unless the customer asserts before the deadline that the product does not meet Bechtle's specifications.

8 Warranty

Bechtle guarantees the quality of its products within the scope of the warranty provided by the manufacturer. Any material or manufacturing defects that may occur must be reported to Bechtle by the customer immediately in writing. No further warranty or liability for damages is assumed by Bechtle. In particular, price reduction is excluded. This warranty does not cover consumables. Damages not covered by the warranty include those caused by improper preparation or maintenance of the installation site as well as by improper, non-compliant, or abusive installation, operation, or maintenance by the customer. Claims for damages beyond the mentioned warranty services and any consequential damages

cannot be asserted. Warranty claims must be made during the warranty period, which generally begins on the delivery date.

9 Liability

Claims for damages against Bechtle and its agents or subcontractors, regardless of the legal basis, particularly for indirect or consequential damages, are excluded. Bechtle's liability for the recovery of data is excluded unless the destruction of the data was caused intentionally or through gross negligence by Bechtle, and the customer has ensured that these data can be reconstructed from machine-readable data material with reasonable effort.

Compensation is only owed by Bechtle as a contractual partner if culpable behavior can be proven, as Bechtle, for example, also depends on the respective suppliers when it comes to delivery deadlines.

10 Confidentiality

Both contractual parties mutually commit to maintaining the confidentiality of all facts, concepts, processes, documents, data, and information (confidential information) that come to their knowledge during the preparation and execution of the individual contract, which relate to the business sphere of the other party and for which there is a particular interest in confidentiality by one of the parties. The parties shall handle confidential information with the same care and discretion as they would their own confidential information.

The parties shall ensure that such confidential information is neither misused nor otherwise improperly used by themselves, their auxiliaries, or commissioned third parties, nor made accessible to third parties in any way for unauthorized use. The customer shall treat data regarding employees deployed by Bechtle confidentially in accordance with the provisions of data protection law. These obligations of confidentiality shall remain in full effect even after the termination of the contractual relationship between Bechtle and the customer, as long as a legitimate interest exists.

11 Data protection

The customer agrees that Bechtle, as part of periodic reporting, processes product-related data such as sales prices and quantities as well as the names and addresses of customers, and transmits this data to its manufacturers/suppliers, potentially also abroad.

Furthermore, the customer agrees that Bechtle processes customer-related data to assess the customer's creditworthiness and, if necessary, discloses it to a credit insurance company commissioned by Bechtle or processes it to calculate credit and market risks. The customer also authorizes Bechtle to process and evaluate their data in order to offer the

customer additional products and services, including those of third parties that may be of interest to the customer, or to send them information to their postal or email address. Bechtle may also transmit the aforementioned customer data to other companies within the Bechtle Group for the same purpose.

12 Assignment

Rights and/or obligations arising from the individual contract may only be transferred by one party with the written consent of the other party. Bechtle reserves the right to assign or sell financial claims against the customer to third parties, both domestically and abroad (e.g., factoring).

13 Retention of title

Until the purchase price has been paid in full, the goods remain the property of Bechtle. However, this does not affect the risk borne by the customer. During this time, the goods may not be resold, rented, or pledged. If the customer is in default, Bechtle is entitled, among other things, to reclaim the products. Bechtle reserves the right to register the retention of title in the ownership register.

14 Re-export

The delivered goods are subject to the export control regulations of the exporting countries, particularly those of the USA, as well as Swiss import regulations. Re-export from Switzerland is only possible with the approval of the Swiss Federal Department of Economic Affairs, Section for Import and Export in Bern, and the export control authority of the country of manufacture. In certain cases, approval from the U.S. export control authority in Washington may also be required. The customer is responsible for complying with all import and export regulations. Bechtle will assist the customer, at the customer's expense, in applying for the corresponding export permits.

15 Copyright

The customer acknowledges all attached copyright conditions and user licenses. All illustrations on the data sheets delivered by Bechtle are for reference purposes only and are non-binding. Changes in design and execution are reserved.

16 Non-solicitation of employees

The customer undertakes, unless otherwise agreed in writing, not to solicit, hire, or otherwise employ any of Bechtle's employees involved in the respective project, either

directly or indirectly, during the project's duration and for one year after the termination of the contract or service agreement. In the event of a violation of this non-solicitation clause, the customer owes Bechtle a contractual penalty of CHF 50,000. Payment of the contractual penalty does not release the customer from the continued obligation to comply with the non-solicitation clause and their other contractual obligations.

17 Applicable law and place of jurisdiction

The place of jurisdiction is Aarau, Switzerland. This contract is subject to Swiss law. Bechtle will make every effort to resolve disagreements with the customer amicably and consensually.