GENERAL TERMS AND CONDITIONS FOR REPAIR AND MAINTENANCE SERVICES

SYNOVA S.A.

Effective as of 1 March 2024

1. GENERAL PROVISIONS

1.1 Synova GENERAL CONDITIONS FOR REPAIR AND MAINTENANCE SERVICES (the "**General Conditions**") shall be read with and apply to all contracts concluded between Synova S.A. ("**Service Contractor**") and the ordering party ("**Client**") for the repair and maintenance work done by the Service Contractor ("**Contract**").

1.2 The Contract shall be deemed to have been entered into upon receipt of the Service Contractor's written acknowledgement stating its acceptance of the order.

1.3 The Service Contractor's proposal shall remain open for acceptance for the period stated in the proposal unless it is previously withdrawn but for no longer unless a further period is expressly agreed between the parties in writing.

1.4 Proposals which do not stipulate an acceptance period shall not be binding.

1.5 The General Conditions supersede all previous negotiations, representations and/or contractual commitments between the Parties (whether verbal or in writing). The Service Contractor hereby gives notice of its objection to and rejection of any different or additional terms not expressed herein, and the Client agrees that the General Conditions shall apply and govern to the exclusion of all others.

1.6 All agreements and legally relevant declarations of the Parties to the Contract must be in writing in order to be valid.

1.7 Each clause and/or term and/or provision of the General Conditions is severable from the rest of the General Conditions, and should such clause, term, or provision be found to be unenforceable, it will not affect the validity of the remainder of the General Conditions, or the enforceability thereof. Should a provision of these General Conditions prove to be wholly or partly invalid, the Parties to the Contract shall jointly seek an arrangement having a legal and economic effect which will be as similar as possible to the invalid provision.

1.8 The General Conditions shall be applicable to the Client together with all its subsidiary companies, the Client warranting that it has the authority to bind its subsidiary companies.

2. DEFINITIONS

2.1 For the purposes of these General Conditions, the following definitions apply:

2.1.1 **Client**: Person or entity assigning Maintenance of the Equipment to the Service Contractor.

2.1.2 **Equipment**: Machine manufactured and supplied to the Client by the Service Contractor and made available for Maintenance by the Client to the Service Contractor.

2.1.3 **Maintenance**: All operations which comprise the detection, analysis, correction, repair, or prevention of equipment dysfunction. These operations may be described as "**Services**" or "**Works**".

2.1.4 **Parties**: The Service Contractor and the Client.

2.1.5 **Service Contractor**: Synova S.A..

2.1.6 **Contract Price:** means the total amount payable by the Client to the Service Contractor under the Contract for the performance of the agreed Maintenance, Repair, and related Services, as set forth in the Service Contractor's quotation, proposal, or order acknowledgment, including all approved variations, adjustments, and additional charges, but excluding:

- any taxes (including sales, use, excise, or similar taxes);
- any transportation, freight, insurance, packaging, customs, or shipment costs; and
- any interest, late payment fees, or other incidental charges due under the Contract.

3. TRANSPORT AND RISK

3.1 The Client must keep the Equipment in a condition free from dirt, debris, and any form of contamination, including but not limited to pollutants, chemicals, or hazardous substances.

3.2 Unless otherwise agreed in writing, the cost and risk of loss or damage caused to or by the Equipment shall be borne as follows:

3.2.1 **Delivery to Service Contractor**

The cost and risk of delivery of Equipment to the Service Contractor shall be borne by the Client.

A detailed delivery notice prepared by the Client must accompany the Equipment.

The Service Contractor will effect Equipment receipt, identification, inspection and assessment at the Service Contractor's workshop.

If the Equipment has been sent to the Service Contractor without prior notification, the Service Contractor reserves the right to store the Equipment at the cost and risk of the Client.

3.2.2 **During work**

Risks related to the Maintenance shall be borne by the Service Contractor, save for those risks caused by inherent defects in the Equipment which existed prior to the delivery to the Service Contractor.

3.2.3 **Return to Client**

Unless otherwise agreed in writing, the costs, and risks of return of the Equipment to the Client's destination site shall be borne by the Client. Packaging shall be paid for by the Client.

A detailed delivery notice prepared by the Service Contractor must accompany the Equipment.

4. OWNERSHIP OF THE EQUIPMENT

Subject to clause 16, vis-a-vis the Service Contractor, the Client remains the owner of the Equipment consigned and carries all the risk of damages and losses in respect of the Equipment.

5. DOCUMENTS AND INFORMATION

5.1 To perform the Maintenance and for optimum service quality, the Service Contractor may require the Client to provide:
a) Technical documentation (plans, notices including the manufacturer's instructions, security and maintenance notices, user manuals, etc.), the history of modifications, repairs and interventions effected to the Equipment and the operating logs.
b) Documents concerning traceability and source of spare parts and the Equipment.
(c) Any other information reasonably required by the Service Contractor to perform the Maintenance.
5.2 The agreed intervention periods for Maintenance will not commence until remittance of all such documents and information are provided to the Service Contractor. The Client undertakes to ensure the traceability of its own interventions and indemnifies and holds the Service Contractor harmless from any third-party claims arising from unauthorized use and the submission of documents and information to the Service Contractor.
5.3 Any documents submitted by the Service Contractor to the Client shall be reviewed and responded to within five (5) business days, failing of which the documents shall be deemed to be approved by the Client.

6. INSPECTION AND ASSESSMENT

6.1 The Service Contractor undertakes to inspect and assess the Equipment within a reasonable period once the Equipment is received at the workshop of the Service Contractor or once the Service Contractor arrives at the site of the Client. In all cases, the costs of inspection, dismantling and assessment shall be borne by the Client.
6.2 The Client shall provide the Service Contractor full access to the Equipment for the purpose of performing the Maintenance. The Client shall ensure that a safe work environment is provided for the Service Contractor's service engineers, and the Client shall remove any hazardous material in accordance with applicable laws and regulations.
6.3 Any additional financial or time expenditure incurred by the Service Contractor as a result of a breach of clause 6 by the Client shall be invoiced as extra work in accordance with the Service Contractor's applicable hourly rates. If necessary, the Client shall provide storage on its premises for tools, wear parts and other property required for the provision of Maintenance by the Service Contractor at the Client's cost.

7. ESTIMATE, RESPONSE TIME

In the event that the Client does not respond to the request by the Service Contractor to collect the Equipment within 20 days after the Service Contractors request to collect the Equipment, the Service Contractor may, at its discretion, invoice the Client for reasonable Equipment retention costs. If the Client fails to settle the invoice within a specified period after receipt, the Service Contractor reserves the right to initiate legal action for the disposal of the Equipment to recover amounts owing, subject to compliance with applicable law and regulations.

8. COMPLETION TIME

8.1 The time estimated for completing the Works shall not constitute a commitment by the Service Contractor unless expressly agreed in writing as such.
8.2 The Works shall be deemed to have been completed when the Equipment is operational and/or ready to be returned to the Client's site and so notified in writing to the Client by the Service Contractor.
8.3 The Service Contractor shall be entitled to prolong duration of the Works it undertakes when:
a) The Client places additional work orders accepted by the Service Contractor.
b) The Client modifies the scope of the planned Works with the agreement of the Service Contractor.
c) An event of Force Majeure, as defined in clause 19, occurs.
d) The Client breaches any one of its obligations under the General Conditions and Contract.

e.) Wear parts, spare parts and consumables are not available in time for the Completion of the Works due to reasons beyond the reasonable control of the Service Contractor.
Should any of the said events occur, a new completion time shall be agreed and until such agreement the completion time shall be automatically extended accordingly.

9. DELAYED COMPLETION

9.1 The Service Contractor undertakes to inform the Client whenever delay in completing the Works proves inevitable.
9.2 Liquidated Damages for delay may only be applied if expressly agreed, in which case the accumulated amount may not in any circumstances exceed 5% of the amount (excluding VAT) of the cost of the Works as a sole and exclusive remedy for such delay.
9.3 No Liquidated Damages or compensation shall be due if delay is due to any cause attributable to the Client or to any of the events listed in clause 8.3 or if the delay causes no damage to the Client.

10. RIGHT TO SUSPEND SERVICES

10.1 The Service Contractor shall have the right to suspend the provision of the Services if the Client fails to:
- Grant access to the Equipment.
- The Service Contractor encounters conditions that do not meet its requirements.
- Provide a safe work environment.
- Pay the invoices when due; or
- is in breach of any of its obligations under the Contract.

10.2 The Service Contractor shall provide written notice to the Client of any such suspension and the reasons for it. The suspension of the Services shall not affect the Client's obligations, including the payment of any outstanding invoices. The Parties shall work together to resolve any issues that led to the suspension of the Services as soon as possible, and the Service Contractor shall resume the provision of the Services once the issues have been resolved to the satisfaction of the Service Contractor.

11. TERMINATION

The Service Contractor shall be entitled to terminate the Services at any time with immediate effect if a) the Client is more than thirty (30) days in default with a payment, or b) the equipment has been repaired or maintained by third parties without Service Contractor's prior consent, or c) Service is impeded by configuration changes not approved by Service Contractor or d) the equipment-specific environmental conditions no longer comply with the installation guidelines.
Notice of termination must be given in writing

12. VARIATIONS AND CLAIMS

12.1 The Client has the right at any time to request a change to the Contract with respect to the time schedule and/or the Price ("**Variation Request**").
12.2 Depending on the nature and extent of such Variation Request, the Service Contractor shall, within 30 (thirty) days or any longer reasonable period after receipt, propose to the Client in writing the effects of such a variation with respect to the time schedule and/or the Price ("**Variation Proposal**").
12.3 The Client shall, within 20 (twenty) days after receipt of a Variation Proposal, provide written reply to the Variation Proposal, failing of which the Variation Proposal shall be deemed to be accepted.
12.4 In the event of rejection, the Parties shall without any delay agree on the action to be taken. If an agreement cannot be reached within twenty (20) days after the Service Contractor's receipt of the notice of rejection, the Service Contractor shall be free to proceed with the works as described prior to the Variation Request with an extension of time for completion equal to the delay resulting from the Variation Request.
12.5 The Service Contractor, at its discretion, shall be entitled to make minor changes to the Contract, which do not impact the Price and/or delivery time.
12.6 Any changes to a Contract necessitated by changes in law or required by authorities after the effective date of the Contract shall be treated as a Variation Request. The Service Contractor shall, within thirty (30) days after learning of it submit a Variation Proposal to the Client.
12.7 If the Client considers itself to be entitled to any claim arising out of a clause of a Contract, or otherwise in connection with the Contract ("**Claim**"), the Client shall give notice to the Service Contractor not later than 30 (thirty) days after the claim has arisen, describing in detail the event(s) or circumstance(s) giving rise to the Claim and if requested provide further evidence. If the Client fails to give notice of a Claim within said period, the Service Contractor shall be discharged from all liabilities in connection with the Claim. Client waives any right to raise a Claim for late delivery, back-charges and any other Price reduction 6 (six) months after delivery or completion of services.

13. POST-MAINTENANCE ACCEPTANCE

13.1 In the absence of special provisions, acceptance shall be deemed to have taken place on issue of a completion notice or the delivery notice by the Service Contractor.
13.2 Formal acceptance shall only be effected insofar as expressly stipulated in the Contract and agreed by the Service Contractor. In such case:
a) Acceptance will be by verification by the Client, in the presence of the Service Contractor of the completed Maintenance and confirmation thereof in a report signed by both Parties.
b) The Service Contractor shall request the Client's attendance for acceptance which shall be held, unless

otherwise agreed, at its workshop or at the facility of the Client where the Equipment is held. Should the Client fail to do whatever may be necessary to participate in the acceptance within the specified timeframe or at the agreed upon date and time , acceptance shall be deemed to have taken place and the Equipment shall be considered accepted.

14. PRICES

14.1 Prices are exclusive of Value Added Tax (VAT). Prices are quoted Ex Works (EXW) Duillier, Switzerland, unless otherwise agreed in writing.
14.2 All transportation, freight, insurance, packaging, customs clearance, duties, and any related shipment or logistics costs associated with the delivery or return of Equipment, spare parts, or components to or from the Service Contractor's facility shall be solely borne by the Client, unless expressly agreed otherwise in writing. Risk of loss or damage during shipment shall transfer to the Client upon handover of the goods to the carrier. The Service Contractor shall have no liability for loss, damage, or delay during transport.
14.3 If the Maintenance provided extends beyond those defined and agreed upon in the Contract, the additional costs associated with the extended services shall be borne by the Client and be calculated based on the Service Contractor's prevailing pricing rates.
14.4 The Prices will be adjusted by the Service Contractor annually in January, in its sole and absolute discretion, by written notice to the Client. This adjustment shall be based upon the retail charges of carrying out the works (including the cost of labor, which shall be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics). If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, the Service Contractor will notify the Client and adjust the price at the time of such determination, and the Service Contractor will retroactively bill or issue credit, as appropriate, for the period of such delay. The Service Contractor also reserves the right to adjust the price quarterly or annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations, administrative costs, inflation and exchange rate fluctuations.

15. PAYMENT

15.1 Unless otherwise expressly agreed between the Parties, the invoice shall be paid within 10 (ten) business days from the date of issue of invoice by electronic funds transfer (EFT), debit order or direct deposit into the nominated bank account of the Service Contractor, unless the Service Contractor directs otherwise in writing from time to time. Payments may not be delayed nor be subject to any deduction, set-off of whatsoever nature or counterclaim, irrespective of the Equipment's performance or condition. No third party is authorized to accept payments due in terms hereof for and on behalf of the Service Contractor.
15.2 Any late payment shall be subject to the application of late payment interest equal to 8% (eight percent) per year calculated from the due date of such payment to the date of final payment thereof. Any late payment of a sum due which continues 8 (eight) days after formal notice to pay shall entail, at the Service Contractor's option, termination or suspension of the Contract.

16. RESERVATION OF OWNERSHIP

The Service Contractor reserves ownership of any Equipment or parts supplied until effective payment of the whole price. Default in payment of any sum due may entail a claim for such Equipment or part. However, the Client shall, as from delivery to the workshop, be liable for any damage sustained or caused by said Equipment or part.

17. WARRANTY

Unless otherwise agreed, the warranty period for the Works shall be 12 (twelve) months from the date of issue of the completion notice or the delivery notice. The Service Contractor undertakes to remedy in its workshop or at the facility of the Client any operational fault caused by poor workmanship in the Works provided that at the cost of the Client, the Equipment is shipped to the Service Contractor.
In all cases, the warranty applies subject to the following conditions:
a) The Client must give written notice of the defect without delay after its manifestation.
b) The Client must be capable of proving observance of operating conditions and maintenance of the Equipment as requested by and to the satisfaction of the Service Contractor.
c) The warranty shall not apply in the event of:

- Normal wear and tear, or wear in Equipment whose lifespan is less than 12 (twelve) months.
- Storage, installation, commissioning, use or operation of Equipment not in compliance with its normal purpose or within the specifications, the Service Contractor's instructions, or professional practice.
- Intervention, repair or dismantling by the Client or a third party not approved by the Service Contractor.
- Default in or delayed payment.

Excluded from the warranty are all wear parts as well as operating materials (e.g. lubricants, nozzles etc.).
The warranty shall not apply, and the liability of the Service Contractor is excluded, in the event of non-payment by the Client, which may not avail itself of any third-party claim to suspend or defer its payments.

18. LIABILITY AND INDEMNITY

18.1 Notwithstanding anything to the contrary in the Contract between the Service Contractor and the Client and/or the General Conditions or any other applicable contract document and to the maximum extent permitted by the applicable law (with the exception of gross negligence and willful misconduct), the Service Contractor's maximum aggregate liability for any and all damages and losses resulting out of a Contract shall not exceed the lesser of (i) fifty percent (50%) of the total Contract Price, or (ii) the amount actually paid by the Client to the Service Contractor for the specific Service or Work giving rise to the claim. Under no circumstances shall the Service Contractor's aggregate liability to the Client exceed CHF 50,000 for any single occurrence, regardless of the number of claims or claimants.

18.2 The Service Contractor shall not be liable to the Client or any other person for loss of profits, loss of business, loss of production, loss of use, or any direct or indirect or consequential losses or damages, irrespective whether based on contract, law, tort or otherwise. The Client hereby indemnifies the Service Contractor and holds the Service Contractor harmless against any claim which may be made against the Service Contractor in respect of any breach by the Client and any matter for which the liability of the Service Contractor is excluded in terms hereof.
The Service Contractor's liability shall be excluded if a product has been operated, installed, maintained or repaired incorrectly or out of specification.
The limitations of liability shall not apply (i) in the event of willful intent, (ii) to damage resulting from injury to life, body or health, or (iii) to the extent that they are contrary to mandatory law (e.g. an applicable product liability act).

19. FORCE MAJEURE

19.1 No Party hereto may be held liable for delay or default in performing any of its obligations hereunder if such delay or default is the direct or indirect effect of an event of Force Majeure, such as: occurrence of a natural disaster, earthquake, storm, fire, flood and the like, conflict, wars, attacks, acts of terrorism, pandemics, workplace conflict; total or partial strike at the Service Contractor's or the Client's business, the Client's, or the Service Contractor's, subcontractors, providers of services, transporters, postal services, public services and the like, imperative injunction from public authorities (import prohibition, embargo, lockdown), operating accidents, machine breakage, explosion.
19.2 Each Party shall inform the other without delay of the occurrence of any event of Force Majeure of which it becomes aware and which, in its reasonable opinion, is likely to affect execution of the Contract.
19.3 The Parties shall hold discussions as quickly as possible to discern in good faith the consequences of the Force Majeure and jointly decide the measures to be taken. If some reason the Force Majeure event continues for more than 6 (six) months and the Parties are unable to find a solution, the Service Contractor may terminate the Contract at its own convenience and shall be reimbursed for all costs incurred by it from the Client.

20. SUBCONTRACTING

The Service Contractor shall be entitled to subcontract, without its liability to the Client being thereby affected.

21. ASSIGNMENT

21.1 The Client shall not assign any rights, duties or obligations of the Contract and General Conditions, in whole or in part, without the prior written consent of the Service Contractor, which consent shall not be unreasonably withheld or delayed.
21.2 Notwithstanding the foregoing, the Client may assign the Contract and General Conditions to a wholly owned affiliate or successor company, with prior notification to the Service Contractor.

22. SET-OFF

22.1 The Client shall not be entitled to set off any of its claims against any of the Service Contractor's claims.
22.2 The Service Contractor shall be entitled to set-off or transfer any liability, credit or rebate due to the Client under this or any other present or future agreement between the Service Contractor and the Client in or towards the satisfaction of any of the liabilities of the Client which are due and payable or which will become due and payable to Service Contractor under this or any other such agreement or in any other respect.

23. TAXES AND DUTIES

23.1 The Client shall bear all taxes which may be levied in connection with the Contract, including any payments of any invoices issued by the Service Contractor, but not income tax or such like levied against the Service Contractor on its income, profits, or gains by any relevant taxing authority as a result of the Contract.
23.2 The Client cannot deduct any amount from any of its payments under the Contract for or on account of any taxes unless the Client legally is required to do so. If the Client is so required, the Client shall deduct the minimum amount necessary to comply with the respective law and pay the Service Contractor an extra amount so that the Service Contractor receives the same amount on the relevant payment date that it would have received if the deduction had not been made. The Client shall further pay the tax to the relevant taxing authority according to the laws and obtain a receipt and provide the Service Contractor with a copy thereof.

24. APPLICABLE LAW

The Contract is construed and shall be interpreted in accordance with the laws of Switzerland with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG).

25. DISPUTE RESOLUTION

In case of a dispute arising out of, or in connection with the Contract and/or the terms or subject matter hereof, the Parties shall make their best effort to solve such dispute amicable. If such dispute has not been settled between the Parties within 60 (sixty) days from the date of the relevant Party's written notification to the other Party of a dispute, the courts at the registered office of the Service Contractor shall have exclusive jurisdiction. The Service Contractor reserves the right to claim against Client at the Client's registered office.