

TERMS AND CONDITIONS

1. Scope of application

These terms and conditions shall apply in principle to all types of cooperation with ISS AG. The terms and conditions shall be made known to the business partner in each case, whether by sending out a quote or by other means.

Should contradictions arise between all types of contracts and these Terms and Conditions, the clauses from the individual contracts shall take precedence over these terms and conditions in each case.

In the event that the translation of the terms and conditions causes contradictions, the German version shall prevail.

2. Validity and acceptance

A quote is valid 30 days after receipt. The order confirmation must be in writing, which in this case means at least a confirmation by e-mail.

3. Remuneration

Generally, the remuneration for the order is specified in the quote.

All prices exclude value added tax (VAT). In the case of invoicing on a time and material basis, the estimated price shall be deemed to be the upper cost limit, with the specified tolerance. If no tolerance is specified, +/- 20% shall apply.

4. Rates

ISS AG reserves the right to adjust its rates as of 01.01. of the respective year. The rates agreed in the offer are guaranteed for the term of one year and can only be adjusted on the next increase date. However, this guarantee does not apply to rates payable in a currency other than Swiss francs (CHF), insofar as ISS AG adjusts the hourly rates as per 01.01. of the corresponding year only in accordance with the changed exchange rates in relation to the Swiss franc (CHF).

5. Expenses

Travel time on behalf of the client is working time, which is charged to the client at cost. If

conditions permit, the person traveling shall work in the interest of the customer during this time, although this cannot be guaranteed (namely for reasons of WLAN reception, occupation level of the means of transport, work content or for reasons of data protection, etc.).

Travel expenses and other out-of-pocket expenses shall be passed on to the customer in full in accordance with the applicable ISS AG expense regulations.

In principle, ISS AG offers the possibility of meetings, trainings etc. being conducted virtually at any time.

6. Terms of payment and invoicing

Invoices are generally issued on a monthly basis.

Invoicing is based either on the timesheets of ISS AG employees or on the agreed fixed prices.

For new customers, an upfront payment of at least 50% is required. ISS AG reserves the right to request an advance payment of between 1-100% of the quoted price before the start of the project in other cases as well. In case of late payment, ISS AG has the right to charge a late-payment interest of 5% p/a after one reminder. A reminder fee of CHF 100.00 will be charged per reminder.

The payment period for each invoice issued is 30 days. In the case of reminders, a payment period of 5 days shall apply in each case.

7. Additional administrative Services

For expenses triggered by the customer after the order has been placed, which are unforeseeable and go beyond normal expenses in connection with purely administrative activities, which include but are not limited to; individualization of invoices, excessive coordination expenses in contracting, changes in tax law and other processes, ISS AG reserves the right to charge for these expenses in accordance with the applicable daily rate (Supporting Services).

8. **Scope of the mandate**

The scope of the mandate is defined in the project description of the quote. If, during the course of the mandate, additional services not defined in the quote are requested by the client, an additional quote, to be accepted by the client, will be made with a level of detail, appropriate to the circumstances. In the case of minor, additional work, this will be charged according to the applicable hourly rates on a time and material basis, subject to mutual written agreement.

9. **Liability of the Contractor**

ISS AG stands for high quality services. For all direct or indirect damage incurred by the customer in connection with the contractual relationship with ISS AG and its performance, liability for contractual and non-contractual claims is excluded, unless the damage was caused by gross negligence or intent. This exclusion of liability also includes the Principal's Liability according to Art. 55 of the Swiss Code of Obligations (OR) and the auxiliary person liability according to Art. 101 OR.

If a customer requests services which go beyond the application of the recognized technological standards or which are considered experimental, the customer shall declare to ISS AG that he/she shall not hold ISS AG liable and shall indemnify ISS AG for any damage resulting from this service.

If the customer has made changes to work results without ISS AG's consent or if the customer uses the work results for purposes other than those agreed, any liability is excluded. The customer undertakes to indemnify ISS AG against claims for damages which are attributable to such modifications / repairs or to the customer's use of the work results for purposes other than those agreed. In addition, the customer undertakes to indemnify ISS AG for claims for damages arising from product liability, if the claim for damages is not based exclusively on gross negligence or intent on the part of ISS AG. ISS AG shall not be liable for products purchased by ISS AG from a third-party which subsequently prove to be defective.

10. **Personal execution of the Mandate**

ISS AG is entitled to call in sub-contractors. ISS AG shall be liable for the proper selection and instruction of the sub-contractor. Any effort supplied by a third party is the responsibility of that third party. ISS AG cannot be held liable.

11. **Termination**

The statutory termination modalities apply.

12. **Untimely termination**

In the case of an untimely termination, the withdrawing party shall be liable to compensate the damage caused to the other party. Untimely termination shall be deemed to exist if there is no good cause, namely a substantial breach of contract. The terminating customer shall indemnify ISS AG for the period between the termination and the new acquisition of a comparable project or several projects involving a comparable expenditure of resources. The indemnification shall last a maximum of 3 months.

13. **Quality management system**

ISS AG is certified according to ISO 13485.

The quality of ISS AG's services, tools and processes is ensured by our quality management system in accordance with the scope and requirements of the relevant regulations.

The customer and ISS AG may define the roles, responsibilities and interaction of the quality management systems with an additional agreement ("Quality Assurance Agreement"), if required.

Unless otherwise specified, ISS AG is in principle free to choose the tools for the execution of the service.

14. **Confidentiality**

ISS AG undertakes to maintain confidentiality, non-disclosure agreements and data protection of the knowledge and data to which ISS AG gains access in connection with the services rendered.

15. Intellectual property rights

The intellectual property rights for contract developments shall pass to the customer unless otherwise defined in the contract. All intellectual property rights of ISS AG products (e.g.: REGULA™) remain with ISS AG.

16. Standards/Specialized literature

ISS AG respects the rules of copyright which, among other things, also apply to standards or publications in technical literature. Accordingly, ISS AG may not pass on to customers copies of documents which it has purchased itself.

Templates, training material (sound recordings) provided by ISS AG may not be used without the prior consent of ISS AG. When in doubt, ISS AG must be contacted.

17. Service level of support

See separate support contract.

18. Applicable law and place of jurisdiction

This agreement shall be governed exclusively by Swiss law with the exclusion of the United Nations convention on Contracts for the International Sale of Goods. Exclusive place of jurisdiction is Biel/BE.