

1. Scope and Application of these Terms and Conditions

- 1.1. The present terms and conditions ("Terms and Conditions") govern the contractual relationship between Gutermann AG ("Gutermann") and the customer ("Customer"). Unless otherwise agreed in writing, they apply to all orders placed and contracts made with Customer.
- 1.2. Individually negotiated terms shall prevail over the present Terms and Conditions, if this is mutually agreed between Gutermann and Customer.
- 1.3. Any general terms and conditions of Customer are inapplicable, unless otherwise agreed in writing in a specific case. A failure by Gutermann to object to general terms and conditions which are made available by Customer, for example as part of an order, shall not be deemed acceptance of such terms and conditions.

2. Supply of Products and Services / Order Process

- 2.1. The products and services ("**Products**", "**Services**") to be supplied by Gutermann shall be specified in individual orders from time to time placed by Customer and confirmed in writing (including via email) or executed by Gutermann. Products can be made available through sales or rental agreements, in each case in combination with Services, as further specified in the confirmation of relevant orders.
- 2.2. Orders by Customer shall only be binding on Gutermann once and to the extent they have been confirmed by Gutermann in writing (including email). Upon issuance of the order confirmation by Gutermann, a binding agreement regarding the supply of Products and/or Services indicated therein shall be deemed to have been made. In case of discrepancies between the order and the order confirmation, the latter shall prevail.
- 2.3. Information in Gutermann's catalogues, brochures, price lists and other sales materials is preliminary and non-binding. Gutermann shall be free to accept or reject orders by Customer, regardless of any prior orders.
- 2.4. Unless otherwise agreed on a case-by-case basis, Products and Services made available to Customer for a specific project form a single transaction.

3. Specifications / Regulatory Requirements

- 3.1. Customer is required to promptly inform Gutermann about any relevant technical specifications and legal or regulatory requirements (including import regulations and relevant registration or documentation requirements) which the Products or Services have to comply with. Customer shall, furthermore, promptly inform Gutermann if any relevant legal or regulatory requirements change while an order is still under process.

4. Delivery / Transfer of Title

- 4.1. Delivery of Products purchased by Customer shall be made to the place of delivery indicated in the confirmed order. Unless otherwise agreed, deliveries shall be made EXW (Ex-Works) in accordance with Incoterms® 2020.
- 4.2. Unless Customer notifies Gutermann in writing to the contrary within five (5) days of receipt, the delivery of Products shall be deemed to have been accepted by Customer as being complete and in accordance with the confirmed order, and the Products shall be deemed as being in good condition.
- 4.3. To the extent that installation and/or commissioning services are provided by Gutermann in relation with the supply of Products, such Products shall be deemed to have been accepted by Customer when the relevant Services have been completed.
- 4.4. For Products purchased by Customer, title to Products shall only pass to Customer upon settlement of the entire purchase price. Where Products are leased by Customer as part of a rental agreement, Gutermann shall at all times retain title to the Products, which shall be labeled as Gutermann's property.
- 4.5. Unless otherwise agreed in writing, time of delivery shall not be deemed to be of the essence. Except in the event of gross negligence or willful misconduct, Gutermann shall not be held liable for any delay in supplying Products and/or Services. The liability limitations pursuant to Clause 9 are fully reserved.

5. Handling of Products

- 5.1. Customer shall ensure that the Products are used only for the purposes and in the manner for which they were designed and supplied by Gutermann.
- 5.2. Customer shall take measures to ensure that all persons likely to use or come into contact with the Products receive appropriate training and instructions, that any relevant safe working practices are adopted and complied with, that warning notices displayed on or provided with the Products are not removed or obscured, and that the Products are generally only used in accordance with Gutermann's instructions and warnings.
- 5.3. In the event that any claims should be brought against Gutermann by third parties due to Customer's non-compliance with this Clause 5, Customer shall fully indemnify and hold harmless Gutermann against any such claims.

6. Prices and Payment Terms

- 6.1. All prices and fees for Products and Services quoted by Gutermann are exclusive of taxes, levies and duties (including in particular VAT and customs duties), and freight charges in relation with the supply of Products or

Services. Such taxes, levies and duties shall be borne by Customer.

- 6.2. Any price offer for Products and Services quoted by Gutermann does not constitute a right to obtain the same prices in future pricing requests and purchases of Products and Services from Gutermann.
- 6.3. Unless otherwise agreed in writing, Gutermann's invoices shall be due and payable within 30 days of the invoice date. Deductions from invoice amounts, whether by way of set-off, counterclaim, discount or otherwise, are not permissible.
- 6.4. In the event that Customer fails to respect the agreed payment term, Customer shall be deemed to be in default, and Gutermann shall be entitled to interest on all outstanding amounts at a rate of 5% per annum as of the due date, as well as to stop all ongoing Services and open deliveries. Gutermann's right to demand additional damages and/or the return of any Products for which payment in full has not yet been received, as well as to cancel any other outstanding purchase orders, is fully reserved.

7. Operation and Maintenance

- 7.1. The proper operation and maintenance of Products made available to Customer is Customer's responsibility and has to be in accordance with Gutermann's instructions and warnings. Repairs and alterations may only be carried out by Gutermann.
- 7.2. Gutermann is not responsible for the investigation of suspected leaks identified with the help of Gutermann's Products or Services, nor for any costs of investigations or civil works carried out to find or resolve suspected leaks.
- 7.3. Gutermann cannot be held responsible for incomplete or missing data from its Products or Services, in particular, due to missing or insufficient cellular coverage, displaced sensors, or low or empty batteries.
- 7.4. Gutermann does not assume any liability in situations where limitations in the functioning or reliability of Gutermann's Products or Services is attributable to any of the following causes:
 - improper operation, handling, maintenance or installation;
 - use or maintenance in a manner contrary to Gutermann's instructions or manuals;
 - unauthorized alterations or repairs;
 - external influences, including accidents which may negatively affect the installation integrity, or site utilities.

8. Warranty for Products and Services

- 8.1. Subject to the provisions of this Clause 7, Products made available by Gutermann are subject to a two-year warranty, which begins to run with the completion of delivery

pursuant to Clause 4 ("**Warranty Period**"). Where Products are made available as part of a rental transaction, the Warranty Period shall correspond to the effective duration of the rental agreement.

- 8.2. Gutermann warrants that Products made available pursuant to these Terms and Conditions shall, during the term of the Warranty Period, be in compliance with the agreed specifications. Any other express or implied warranties or representations, including in particular any warranty or representation of merchantability, fitness for purpose, or warranty regarding the interaction of Products and/or Services with equipment, software or systems of Customer or of third parties, are expressly excluded.
- 8.3. Gutermann does not assume any liability or give any warranty with respect to the accuracy of data processed or of the leak indications (or the lack thereof) with the help of Products or Services.
- 8.4. Any non-conformity discovered by Customer during the term of the Warranty Period shall promptly be notified to Gutermann in writing or via email. Subject to such notice, Products which are not in conformity with the agreed specifications may be returned to Gutermann at Customer's cost. If Gutermann determines, in its sole discretion, that the relevant Product falls under the warranty pursuant to this Clause 8, it shall be repaired by Gutermann at its premises in Ravensburg, Germany, at no cost for Customer. In this case, Gutermann will also cover the transportation cost back to the customer. Repair by Gutermann shall be Customer's sole remedy with respect to any defective Products.
- 8.5. Customer's warranty rights are subject to Gutermann's determination that (a) Gutermann was promptly notified of the defect within the Warranty Period, (b) affected Products were returned in a condition suitable for testing, (c) Gutermann's examination of such items discloses to its reasonable satisfaction that relevant Products or Services are defective, that the defect was not caused by misuse, abuse, neglect, alteration, improper storage, transportation or handling, or a force majeure event, and (d) Customer has not attempted to itself repair the Product or to have it repaired by a third party.

9. Limitation of Liability

- 9.1. Unless otherwise required under mandatory provisions of Swiss law, Gutermann's liability shall not extend to any incidental, consequential, indirect or special damages, whether arising out of contract, tort or otherwise.
- 9.2. Gutermann's total liability with respect to any Products or Services shall be limited to the value of that part of an order corresponding to Products or Services which are shown to be defective. Under no circumstances will Gutermann be liable for any loss of profits, loss of opportunity, loss of anticipated savings, loss of data,

reputational harm, third party costs and losses, or costs of any regulatory fines or penalties.

10. Intellectual Property Rights

- 10.1. Customer acknowledges that all intellectual property rights relating to the Products and/or Services, in particular all know-how, patent rights, design rights, copyrights and related rights, database rights, trademark rights and chip rights, relating to the Products and/or Services ("**Intellectual Property Rights**") will at all times remain the property of Gutermann and/or its affiliates, and Customer shall acquire no right, title or interest in the same. The Products and/or Services as well as any software provided with, or incorporated in the Products, are solely provided for Customer's use of Products pursuant to these Terms and Conditions and the relevant order confirmation. Where Products are made available as part of a rental agreement, Customer's right to use Products, Services or any software provided with them, shall cease automatically upon expiry or termination of the rental agreement.
- 10.2. In the event that Customer should become aware of a risk that Gutermann's Intellectual Property Rights may be infringed, it shall inform Gutermann thereof as quickly as possible and shall assist Gutermann in order for it to take the necessary measures to protect its Intellectual Property Rights.
- 10.3. Customer shall provide notice to Gutermann promptly if it should receive notice of any demand, claim, suit or proceeding contending that a Product infringes any intellectual property rights of a third party. In such case, Gutermann may request to be authorized by Customer to have sole control over any proceedings with such third party.

11. Unforeseen circumstances

- 11.1. The prices and delivery dates indicated in order confirmations are based on the conditions known at the time when the confirmation is issued. In case of unforeseen circumstances or severe market disruptions, Gutermann has the right to unilaterally adjust prices and delivery deadlines, subject to giving prompt notice to Customer and taking reasonable measures to mitigate the situation.
- 11.2. In the event that Gutermann should, due to reasons outside its or the Customer's reasonable control, be unable to perform its obligations to Customer for more than six months, both Parties have the right to terminate any ongoing order or contract with four weeks prior notice, subject to the payment in full of any already delivered Products or completed Services.

12. Confidentiality

- 12.1. Confidential information regarding the Products, Services and/or the underlying technologies and software, or regarding Gutermann's terms of collaboration with Customer, or regarding operational, financial, or other

business information relating to Gutermann and/or its affiliates ("**Confidential Information**") shall be kept confidential by Customer, and shall not be disclosed to any third parties without Gutermann's prior written agreement, unless specifically required by a final judgment or order by a competent governmental authority, court, tribunal, or regulatory body.

- 12.2. The obligations pursuant to this Clause 11 shall not apply to any Confidential Information which (i) has entered the public domain other than as a result of Customer's breach of its confidentiality obligations, (ii) has been lawfully received by Customer from a third party on an unrestricted basis, (iii) was known to Customer prior to disclosure by Gutermann, or (iv) was independently developed by Customer.

13. Data Protection, Data Ownership and Data Security

- 13.1. Data collected and processed during the use and operation of Gutermann's Products and Services is processed under Customer's control and responsibility.
- 13.2. To the extent that the operation of Gutermann's Products or Services by Customer results in technical data relating to the Products and Services, Gutermann shall have the right to use this data, including for the improvement of, or development of new, Products and Services.
- 13.3. Customer is aware that data collected and processed with Gutermann's Products is transmitted to a cloud platform. Gutermann endeavours to implement and adhere to the highest data security standards.

14. Term and Termination / Return of Products

- 14.1. For Services (including rental services), Customer remains obligated to pay the agreed fees throughout the agreed term. Modifications to the agreed term are only possible with the agreement of both Gutermann and Customer.
- 14.2. Where Products are made available through rental agreements, Customer is responsible for returning the Products in good condition upon the expiry or termination of the rental term.

15. Applicable Law and Jurisdiction

- 15.1. These Terms and Conditions, and all agreements made on their basis, shall be subject to Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods.
- 15.2. The exclusive place of jurisdiction for all disputes arising out of or in relation with the present Terms and Conditions, or any agreements made thereunder, shall be in Zug, Switzerland.

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