

## WGEO Switzerland GmbH Terms and Conditions of Sale

### 1. Definitions.

- a. In these Terms and Conditions of Sale, the term
  - i. **"Authorized Person"** means any person with the job title of Managing Director, Finance Director or Deputy Managing Director.
  - ii. **"Buyer"** means any physical person or entity, any company, any partnership or organisation that buys products from WGEO for use in their business operations or for the business operations of third parties as end users or other customers.
  - iii. **"Conditions"** mean these Terms and Conditions of Sale, including the respective future Conditions of Sale valid at the conclusion of the contract with Buyer, which are simultaneously available on demand on the WGEO web site at <https://www.westconcomstor.com/global/en/legal/Legal/terms-and-conditions.html>. Buyer may also request a written version of the respective current valid Conditions of Sale by sending an email to WGEO.
  - iv. **"Contract"** means any agreement regarding the purchase and/or sale of WGEO products to Buyer that is made via an order issued to and accepted by WGEO.
  - v. **"Contract Date"** means the day on which the order is accepted by WGEO.
  - vi. **"Electronic Order Platform"** means the web site operated by WGEO for product orders, which can currently be accessed at <https://online.westcongroup.com/>.
  - vii. **"Force Majeure"** means any risk of force majeure, such as arbitrary state action, war, terrorism, and riot, fire, floods, earthquake, explosions and stoppages (strikes), lock-outs, walkouts, trade disputes, disruptions to business, mishaps of any kind and other causes outside the reasonable influence of WGEO. This also includes delay by WGEO Suppliers.
  - viii. **"Goods"** means all goods and/or software, or any deliverables or parts thereof, supplied by WGEO to the buyer on the basis of a contract. This also includes all related Supplier documentation.
  - ix. **"Products"** means any combination of goods, special order goods and services supplied or delivered by WGEO to Buyer on the basis of a contract.
  - x. **"Order"** means any order for goods made by Buyer either verbally, in writing or electronically. This includes all orders made by Buyer online via the web site, by email or fax.
  - xi. **"Services"** means any service delivered by Supplier to Buyer via WGEO on the basis of a contract.
  - xii. **"Special Order Goods"** means any goods ordered that are custom-designed or designed according to special instructions from Buyer, or otherwise designated via WGEO as special order goods.
  - xiii. **"Supplier"** means the supplier, licensor, issuer, manufacturer or other third party offering and supplying goods.
  - xiv. **"WGEO"** means WGEO Switzerland GmbH incorporated in Switzerland under CH-241.4.006.839-2
- b. The following stipulations apply to these Conditions: (i) The quotation of legal norms always relates to the respective valid version of such norms; (ii) "including" means "including, without restriction" throughout; (iii) a definition always refers to the singular and plural of the respective terms in all genders, and (iv) all headings in the Conditions are included for the purposes of clarity, and should not affect the interpretation of the individual regulations.

### 2. Terms and Conditions for Ordering and Sales.

- a. These Conditions apply to the entire business relationship between WGEO and Buyer. Should an Order or other standard form contain proposals from Buyer regarding further or other conditions (e.g. Buyer's Purchasing Specification) or regulations or modification proposals regarding conditions of sale, or should an order or other standard form of Buyer refer to such proposals, these are contradicted herewith. They do not stand as agreed where not expressly confirmed in writing in connection with the Order by an Authorized Person from WGEO. Should Orders, which are sent and automatically accepted via the Electronic Ordering Platform, contain a purchasing specification from Buyer, such conditions will likewise not be accepted and are not applicable.

- b. WGEO will endeavour to indicate to Buyer any basic changes to the Conditions before the changes come into effect. Nevertheless, Buyer remains solely responsible for ensuring that he is aware of the respective current valid Conditions applicable to all contracts between WGEO and Buyer.
- c. These Conditions are deemed as accepted by Buyer in (i) signing a WGEO credit application (ii) issuing an order to WGEO or (iii) accepting products from WGEO, whichever is the soonest.
- d. Irrespective of the above, Buyer agrees that pricing information, price lists and any other type of information issued by WGEO do not constitute a proposal by WGEO to sell goods at those prices or subject to any different conditions. Only an Order submitted by Buyer shall constitute a contract proposal according to these Conditions. No contract is concluded until (i) WGEO confirms the contract proposal in writing, (ii) WGEO confirms an Order made via the Electronic Order Platform by email or (iii) WGEO fulfils the Order, whichever is the soonest.
- e. Irrespective of the above, WGEO and its Suppliers are entitled to make changes to the Product specification at any time without notifying Buyer where required by legal standards or where they have no significant effect on the performance of the respective Products.
- f. Where Services consists of training, WGEO is entitled to carry out such Services at event locations outside WGEO premises and to employ its own choice of staff. Furthermore, WGEO may refuse to conduct training or shorten it at any time if one of the delegates or substitute delegates attending on behalf of Buyer fails to meet any training requirements for which Buyer was notified prior of commencement of such training.
- g. Any products which are subject to guidelines, restrictions or other instructions issued by a Supplier are sold, procured and delivered subject to any such instructions.

### 3. Special Order Goods.

- a. Irrespective of any regulations to the contrary in these Conditions, Buyer agrees that, with regard to Special Order Goods, the corresponding contracts may not be cancelled, modified or otherwise changed by Buyer. Furthermore, Buyer agrees that Special Order Goods, except as set forth under Clause 12, may not be returned, rejected or refused. Neither has Buyer any claim to a credit note or refund for such Special Order Goods. Buyer shall indemnify and hold WGEO harmless for any and all delays, claims for compensation, losses, liability, obligations, costs and expenditure related to Special Order Goods.
- b. The accuracy of any Order for Special Order Goods, including the specification, configuration and other details of such goods and their functionality, compatibility and interoperability with other products, is the sole responsibility of Buyer. This also applies to the specific usability of the Special Order Goods required by Buyer's customers.
- c. Special Order Goods will be delivered subject to the configuration stated in the Order for a period of fourteen (14) days from delivery. For Special Order Goods, the liability of WGEO and the remedy of Buyer under a warranty are restricted solely and exclusively to the repair or replacement of the Special Order Goods, and WGEO has the right to choose at its sole discretion. This remains valid for as long as WGEO is not responsible for any inaccuracies on an Order. Clause 11 includes complementary regulations.

### 4. Order Cancellation and Modification

From the point when an order is accepted by WGEO, it can only be cancelled, modified or otherwise changed with the written agreement by WGEO. In this case, Buyer is obliged to indemnify WGEO in full against any losses (including loss of profit), costs (including labour costs and costs of material used) and any other damages and expenditure that WGEO suffers because of the cancellation. Compensation shall be at least 5% (excluding VAT) of the overall value of the Order affected by the cancellation (Buyer acknowledges that this amount represents a reasonable advance estimate of WGEO's loss), as well as WGEO's expenditure and costs for the recovery of the products delivered or in transit. Irrespective of this, Buyer has the option to prove that WGEO's overall loss is less than 5 % of the total value of the Order; likewise, WGEO has the option to prove that the overall loss exceeds 5 % of the total Order value.

- a. The following are valid as prices for the products in WGEO's stock on the Contract Date: (i) The stated price, which is to be expressly stated in writing and shall be valid for seven (7) days after issue or (ii) where no price has been expressly stated, or its period of validity has expired, the list price in the respective WGEO published price lists valid on the Contract Date.
- b. The following are valid as prices for the products not in WGEO's stock on the Contract Date ("back orders"): (i) The stated price, which has to be expressly stated in writing and shall be valid for seven (7) days after issue or (ii) the list price in the respective WGEO published price lists valid at the time of the planned delivery of the back order products.
- c. Irrespective of the above, WGEO is entitled, by giving notice to Buyer after Contract Date but before delivery, to adjust prices in order to reflect any increase in the costs of such Products that is due to any factor beyond the control of WGEO. Should a price be increased more than 10% after the signing of the contract, the Buyer is entitled to withdraw from the respective contract. Factors determining an adaption of the price include currency exchange fluctuations, currency reforms, changes to customs charges, a significant increase in labour costs, the costs of raw materials or other manufacturing costs, changes to the date requested by Buyer and volumes ordered or specification, likewise any delay in giving WGEO sufficient information or instruction due to an instruction from or failure of Buyer. WGEO should not increase the price higher than the level required to cover the stated increases. WGEO will explain every individual case involving a price increase. In addition, where WGEO itself or one of its agents makes a considerable error or omission when stating a price, WGEO is entitled to raise the price of the relevant product within thirty (30) days following the Contract Date, by either (i) invoicing Buyer for the proper list price at the Contract Date or (ii) granting Buyer the right to return the relevant Products to WGEO and offset this against the amounts already paid.
- d. Where nothing else ensues from a quote or from valid WGEO price lists, and where nothing else has been agreed in writing between Buyer and WGEO, all prices are quoted on an Ex Works basis (Incoterms 2000).
- e. All prices and costs are exclusive of packing and delivery costs, insurance, configuration and other fulfilment operations, as well as current rates of VAT and any other sales tax, use tax, purchase tax, turnover tax and other taxes for which Buyer shall be liable to WGEO. WGEO shall pay taxes on WGEO net income (net turnover). Buyer is obliged to make all payments to WGEO without any reduction for any withholding tax; this is the responsibility of Buyer. All the taxes incurred by Buyer should be paid to WGEO. This does not apply if Buyer can present WGEO with a valid exemption certificate recognised by the appropriate tax authority.
- f. Prices are without deductions for copyright, waste and environmental charges and similar costs, which WGEO may invoice or collect according to the Law. For the sale of software, please refer to the regulation in Clause 14.
- g. Where a Supplier grants a special price or discount to WGEO and such Supplier charges are forwarded to Buyer, who is made aware of this, Buyer is obliged to comply with the terms and conditions of such discounts. Buyer is obliged to indemnify WGEO from any claims by Supplier against WGEO that might arise from the failure of Buyer to comply with the terms and conditions of the discount forwarded. Buyer agrees that payment and receipt of benefits subject to the conditions of the discount forwarded are contingent upon Buyer's compliance with such terms. Buyer is obliged to pay any costs and fees, if any, charged to WGEO by the Supplier for participation in such Supplier discounts.

## 6. Payment.

- a. If Buyer has not been granted a credit line by WGEO, payment is due from Buyer in advance on the day the invoice is issued. If Buyer has been granted a credit line by WGEO, then Buyer shall pay the purchase price, without deduction or set-off, within fourteen (14) days from the date of the invoice which should be issued to Buyer on the day the products are dispatched. For payment by credit or debit card (EC card), Buyer shall pay any charges to WGEO arising from the transactions and further services, including credit card or bank charges.
- b. All express deliveries are subject to additional delivery costs, regardless of the invoice amount.
- c. If Buyer defaults on payment or if insolvency proceedings have been taken against Buyer by a competent court or if Buyer makes an assignment for the benefit of its creditors or if the Buyer exceeds his credit limit, without prejudice to any further claims or legal remedy by WGEO, the total price of all products delivered to Buyer under a contract but not yet paid for is due immediately.

WGEO is entitled to take the following steps, either individually or cumulatively:

- i. WGEO may, by prior of notification and without any liability, suspend or end all Contracts or any parts thereof. It may stop all Products in transit and may, at its own discretion, enter Buyer's premises and retrieve all products unpaid for;
  - ii. WGEO may charge default interest of 10 % per annum on any unpaid amount until is paid in full. For the calculation of interest, each month entered counts as a full month;
  - iii. WGEO may also charge all amounts due against all credit notes or acknowledgements of debt that WGEO has issued to Buyer;
  - iv. WGEO may – irrespective of any allocation made by Buyer – allocate payments of Buyer to those products (including products that have been delivered under any other contract between Buyer and WGEO or branch or subsidiary of WGEO) that WGEO may deem fit; and/or
  - v. WGEO may alter Buyer's payment terms, in particular by revoking or changing a credit limit already granted, by requesting payment in advance and by demanding appropriate cover for the payments from Buyer in the form of the presentation of a bank guarantee.
- Further claims by WGEO against Buyer remain unaffected.
- d. Where the Buyer has been granted credit, it may be obliged to make copies of the annual and quarterly financial statements available to WGEO on request. Buyer is obliged to inform WGEO in writing before the conclusion of a contract, under which Buyer would sell, assign (including factoring) or otherwise transfer a claim owed to Buyer by WGEO. The same applies to the conclusion of any type of agreement over invoice discounts with a third party.
  - e. Any credit note, unpaid balance or other bond that WGEO has issued against Buyer (including product trade-ins or advertising) shall expire, without further notification, within twelve (12) months from the date of issue by WGEO. This is provided that Buyer has forfeited all rights to such credit note amounts, and has no right to an exchange or reimbursement or other related sums.
  - f. The right to offset against claims made by WGEO is only granted to Buyer if the counterclaims of the Buyer are undisputed or confirmed by legal ruling. The same applies to the rights of retention of Buyer.

## 7. Delivery.

- a. Any dates quoted for delivery of the Products are non-binding approximations. WGEO shall not be liable for any delay in delivery of Products however caused. Delivery times do not constitute essential contractual obligations, unless WGEO has expressly agreed otherwise in writing beforehand. Subject to giving timely notification, WGEO may deliver the Products at any time before the quoted delivery time.
- b. Unless otherwise agreed in writing, delivery/transfer of Products will be at WGEO premises. WGEO will inform Buyer when the goods are ready for collection. Subject to giving timely notification to WGEO, Buyer is then entitled to collect the Products at any time during normal business hours. WGEO has the right to presume that any person arriving in a reasonable appearance and anyone with the authority to take receipt of and sign for the delivery of the Products on behalf of Buyer, and at the same time makes such a claim, does indeed have the necessary authority to act on behalf of Buyer.
- c. Claims for non-delivery must be made against WGEO within 5 working days of the issuing of the invoice. If WGEO agrees to deliver the Products directly to Buyer's customer, such delivery shall be deemed to be successfully made to Buyer. Any rejection of the Products by Buyer's customer shall be deemed to be a rejection by Buyer.
- d. Partial deliveries are permitted, unless the parties have agreed otherwise, or unless partial deliveries are unacceptable to Buyer. If products are delivered in partial deliveries, each delivery constitutes its own contract. If WGEO fails to carry out one or more partial deliveries in accordance with these Conditions, or if Buyer has a claim regarding one or more of such partial deliveries, Buyer is not entitled to release himself from a contract or cancel any other instalment.
- e. If Buyer fails to take the Products from WGEO or fails to give WGEO the adequate delivery instructions in its Order, WGEO is entitled, without prejudice to any other rights, to: (i) store the Products at the cost of Buyer until the actual delivery and charge Buyer all reasonable costs thereof (including insurance costs); or (ii) cancel the Contract immediately and sell the Products elsewhere. Further claims by WGEO against the Buyer remain unaffected.

## 8. Transfer of Risk and Reservation of Ownership.

- a. The risk of loss of or damage to the Products is transferred to Buyer: (i) on delivery, or (ii) if Buyer is in default of acceptance. Buyer is obliged to insure the Products from the day of delivery or conclusion of the delivery contract to the value indicated on the invoice.
- b. WGEO reserves the property right on a delivered Product until full payment of its price is made by Buyer. Buyer is obliged, if requested by WGEO, to give the necessary assistance to enter a reservation of ownership for WGEO into the official register kept by the debt enforcement office of Buyer's current domicile.
- c. Until WGEO has received full payment for Products, Buyer shall i) hold the Products as WGEO's fiduciary, (ii) store all of the Products in such a way as to be clearly separate and identifiable from Buyer's inventory, (iii) keep the Products in their original packaging, properly stored, protected, insured and identified as WGEO's property.
- d. If WGEO is the owner of exclusive copyright usage rights for WGEO goods and other products, Buyer will only acquire a simple right of usage of them, and this at the point when all WGEO requirements have been met in full with regard to such goods/products. The transfer of usage rights and granting of sublicenses require prior written agreement from WGEO. WGEO will only refuse agreement in serious cases. The simple right of usage relates exclusively to the Product named in the Order and/or delivery note.
- e. Until WGEO has received full payment for Products, Buyer is not entitled to pledge or collateralise such Products or surrender or pledge them to expectant rights to such goods.
- f. If the Buyer is in default of payment, the Products for which WGEO reserved its property rights should be returned to WGEO immediately, without the obligation of WGEO to withdraw from the Contract. The request for the return of the Products and the actual return do not constitute withdrawal from the Contract.

## 9. Damage and Loss in Transit

- a. Where, in a departure from Clause 7. b., WGEO has assumed the delivery of the Products, it shall not be liable for errors in delivery, loss, damage or destruction of Products during transportation of the Products to Buyer, unless the relevant notification is immediately given to WGEO by telephone on receipt of the Products, this being confirmed by Buyer in writing within five (5) working days. At the same time, Buyer shall notify the carrier in writing of any errors, damage or loss and, where possible, make a note on the bill of lading or other delivery receipts. If Buyer fails to give such indications, and WGEO is thereby not in a position to have recourse against the carriers for the loss or damage in relation to the error claimed, Buyer must pay for the Products just as if the error, loss or damage had not occurred. Likewise, WGEO is not liable for shortages, unless noted on the bill of lading or other delivery receipt.
- b. As above, all Products that, in a departure from Clause 7. b., WGEO has agreed to deliver to Buyer, and which are lost in transit, damaged or destroyed, shall be replaced or repaired by WGEO. The basis for calculation is the condition on original order. If repair or replacement is not possible, WGEO will issue a credit note for Buyer to the amount that WGEO has received from Buyer in payment for the affected Products. However, the liability of WGEO for loss and damage of Products and the costs involved is restricted to unlawful intent and gross negligence.
- c. Any error, loss, damage or destruction of Products Buyer discovers in delivery does not entitle Buyer to cancel the Contract, unless the error, loss, damage or destruction is caused by the unlawful intent or gross negligence of WGEO.

## 10. Publications and Reports.

All reports, technical data, photographs, measurements, specifications or illustrations in all catalogues, price lists, brochures, leaflets, quotes, advertising materials and publications of WGEO or a Supplier are purely explanatory and illustrative; they are not a constituent part of a Contract and do not generate any rights, warranties or conditions in relation to the Products, unless otherwise expressly agreed in writing between Buyer and WGEO. No employee or representative of WGEO has the right to make binding declarations about the Products. Buyer confirms that he has not been prompted to accept these Conditions by a written or verbal statement not expressly included here.

## 11. Warranty.

- a. Buyer is aware that WGEO is not the original Supplier/producer of the Products, but has merely acquired them from Suppliers/producers for the purposes of forwarding. **Accordingly, all Products sold are subject to the express warranty terms, if any, specified by the original Supplier/producer of the Products.** Buyer will ensure that any express warranty terms provided with the Products, including any benefits related thereto, are passed on to its customers by the original Supplier/producer.
- b. Please refer to Clause 14 for the warranty in relation to intellectual property rights.
- c. **Any warranty of WGEO in relation to the Products is expressly excluded within the limits of Art. 199 CO (Swiss Code of Obligation).**
- d. Buyer is not entitled to issue warranties relating to a Product on behalf of WGEO or its Suppliers or surrender warranty claims against WGEO or the Supplier. Buyer will ensure that its representatives or employees do not give or surrender any corresponding warranties to Buyer's customer.

## 12. Warranty Assistance / Modalities / Returns

- a. The Products delivered must be checked carefully by Buyer immediately on delivery at his own cost. Buyer is obliged to inform WGEO immediately and within Supplier/producer's warranty terms of any defects, incorrect deliveries or short deliveries (the "Claim"). Upon receipt of such Claim from Buyer, WGEO shall notify Buyer whether, as a matter of Supplier/producer's policy, the Claim must be handled directly with the Supplier or indirectly through WGEO.
- b. In the event that the Claim must be handled directly between Buyer and Supplier, WGEO shall provide contact information to enable Buyer to contact Supplier. In the event the Claim will be handled by WGEO, WGEO will issue a return material authorization ("RMA") to Buyer in order to return the Products to WGEO, and the Buyer is obliged to return such Products in accordance with these Conditions and the RMA conditions (which are to be presented to Buyer on request) valid at the respective time. Returns can only be made with a valid RMA number on the product packaging. Products without a valid RMA number will be refused or sent back. WGEO is not obliged to send replacement Products to Buyer before it has actually received the original Products being returned.
- c. Any Products returned pursuant to a RMA issued by WGEO must be returned to WGEO within five (5) working days of the date of such RMA. Buyer authorises WGEO to carry out any necessary tasks to the repair or replacement of Products on behalf of Buyer under these Conditions.
- d. Buyer agrees that WGEO's sole obligation to Buyer regarding any Product defect Claims is limited to the administration of such Claims with the Supplier and is expressly contingent upon WGEO's ability to obtain a refund, credit or new replacement Product from the Supplier. WGEO has no obligation to accept a return that fails to comply with a Supplier's policy on Product returns.
- e. WGEO shall not be obliged to administer any defect or other Claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance with Supplier/producer's Product documentation, modification or alteration not authorised by Supplier/producer, or use in conjunction with a third party product.
- f. All transport charges incurred in returning or replacing Products are the responsibility of Buyer. Unless WGEO collects Products using its own carrier, Buyer agrees that WGEO shall not be liable for any loss or damage to Products returned to Buyer.
- g. Except for Products returned pursuant to Clause 12b-12f, any returns are subject to WGEO's sole discretion and may attract a restocking fee of up to fifteen (15 %).

## 13. Limitation of Liability.

- a. The liability of WGEO is expressly excluded, save for unlawful intent and gross negligence. The liability of WGEO for auxiliary persons is expressly excluded (Art. 100 Swiss Code of Obligation). Such exclusions do not apply if WGEO is liable according to the Swiss Product Liability Act.
- b. Buyer is responsible to be sufficiently informed of the Products and their functioning prior of delivery. WGEO has no liability if Buyer fails to do so. WGEO is not liable for any recovering of lost data. In particular WGEO is not liable for the proper functioning of any delivered hardware and software.



## 14. Intellectual Property.

- a. Buyer acknowledges that the Products remain the intellectual property of Supplier. None of these conditions grants Buyer a right to such intellectual property or a claim to such intellectual property. Buyer agrees not to decode software or, vice versa, defragment or dismantle it, and agrees to pass copies of all licence agreements and all other documents accompanying the Products on to his customers. Buyer is not entitled to remove copyright, brand or patent symbols, serial numbers or confidential notes that are on or with the Products.
- b. WGEO declares that it knows of no patent that would be infringed by the Products to be delivered, nor any patent that would be infringed by the use of the Products. It is the responsibility of Buyer to check whether any patents might be relevant and to ensure that third party patents are not infringed. Buyer shall indemnify WGEO from any claims regarding patent infringements that might arise from the import or use of a Product. WGEO hereby expressly excludes any liability for possible patent infringements through products or the use thereof, unless Buyer can prove that WGEO had prior knowledge thereof. Claims against WGEO with regard to third party patents are limited to one (1) year from delivery of the products. If a Supplier of WGEO has expressly agreed to grant Buyer indemnification and protection, Buyer agrees that WGEO has no obligation to discharge, defend or compensate Buyer or a third person with regard to any claims for compensation, loss, liability, obligations, costs and expenditure, court decisions or settlement payments arising in connection with the current or alleged infringement of rights arising from the intellectual property of third parties.
- c. In the submission of tenders to and the conclusion of agreements with overseas governments affecting any of the Products mentioned here, Buyer shall employ all means necessary to ensure that the intellectual property rights of the Supplier of WGEO to such Products have the highest possible level of protection for advertising computer software developed by purely private means and the related documents of these overseas governments.
- d. Nothing in these Conditions should be interpreted to the effect that Buyer is authorised, or that a right or licence is granted to him, to use a WGEO logo or trademark or that of a Supplier, whereby any right or licence for the use of any logo, trademark or brand name of WGEO or a Supplier is the subject of a separate contract that, where required, includes the respective guidelines of WGEO or its Suppliers in force.
- e. All software supplied to Buyer under a Contract is supplied subject to the Supplier's licence regulations.

## 15. Conditions of the Electronic Order Platform

- a. Buyer is solely and exclusively responsible for the use and confidentiality of any User IDs, passwords and other forms of identification (collectively: "Buyer ID") via which he gains access to the Electronic Order Platform. Buyer is obliged to inform WGEO immediately if he loses or mislays Buyer IDs, or if he suspects an actual or attempted misuse of Buyer IDs. Buyer should employ and observe appropriate safety measures and procedures to ensure the proper use of Buyer ID's. Where no away message is available from Buyer, WGEO has the right to rely without restriction on Orders issued via the Electronic Order Platform, and to view all such Orders as an effective and binding offer to buy.
- b. Buyer agrees that WGEO cannot guarantee the security or integrity of data or information exchanged via the Electronic Order Platform; WGEO is only liable for unlawful intent and gross negligence in this regard.

## 16. Force Majeure.

- a. WGEO is not liable to Buyer and is not in breach of these Conditions or a Contract in the sense of default or of non-performance if caused by Force Majeure on the part of WGEO or its Suppliers.
- b. The following applies in a case of Force Majeure: (i) WGEO shall inform Buyer as quickly as possible in trading terms of the case of Force Majeure, whereby WGEO is not liable for such a failure to inform. (ii) WGEO's obligation to perform is suspended for the period of hindrance due to Force Majeure. (iii) WGEO's performance period is extended accordingly by the period of hindrance caused by Force Majeure.
- c. If the period of effect of Force Majeure, during which WGEO cannot carry out performance, is longer than ninety (90) days (calculated from the start of Force Majeure), the parties are free to terminate the Contract, in so far as no deliveries have yet been made under such a Contract. After such a Contract termination, WGEO is no longer obliged

pay for Products not delivered. With regard to Products delivered before the termination of the Contract, the Contract remains fully in effect.

## 17. Observance of Laws; Export.

- a. Buyer confirms that the licensing and sale of the Products and all related technical data are subject to the regime and control of the export law of the USA, including its Export Administration Regulations, the European Union (EU) and the countries organised under the European Free Trade Area (EFTA) (collectively: "Export Control Laws"). Buyer is obliged not to export, re-export or otherwise distribute Products or direct results thereof in contravention of the Export Control Laws. Buyer agrees to inform his customers that the products are subject to the Export Control Laws and that, according to United States or EU/EFTA Member State Law, a licence or other type or permission may be required before export.
- b. Buyer guarantees that, without the prior written agreement of the respective proper place of government, he will not export or re-export any Products if he is aware that such Products are intended for the construction, development, production or use of chemical, biological, nuclear or ballistic weapons. Buyer further guarantees that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Persons List published by the US Department of Commerce.
- c. Buyer is solely and exclusively responsible for obtaining all the necessary permissions from the US government or EU/EFTA Member States before exporting the Products or related technical data from Switzerland. WGEO shall not be responsible for costs, liabilities or damage as a result of Buyer failing to obtain the corresponding necessary permissions. Buyer shall be aware that Export Control Laws may change; Buyer is solely and exclusively responsible for ensuring that these laws are observed by offering lawful help or by other means.
- d. Buyer guarantees that he will undertake nothing nor authorise nor permit any course of action that WGEO considers as corrupt practice according to applicable law – such as – the US Foreign Corrupt Practices Act. The attempted or actual bribery or direct or indirect influencing of a government official or a political party with money or other items of value and participation in such an act to win business for them or WGEO or to obtain it are particularly considered to constitute such practices.
- e. The Buyer is obliged to adhere to EU Guidelines 2002/95/EG (Restriction on Hazardous Substances) and 2002/96/EG (Waste Electrical and Electronic Equipment), if applicable, and this basically and individually with regard to the implementation of these guidelines in the individual countries where the Products are imported or exported or otherwise disposed of by Buyer. Buyer is obliged to indemnify WGEO from any liability in terms of regulations in force with regard to hazardous substances or electrical or electronic waste.

## 18. Non-Solicitation

For a period of twelve (12) months following the date of any Contract hereunder, Buyer agrees not to recruit any WGEO employee in the areas of marketing, advertising or sales of the Products for Buyer or to induce them to terminate their employment or break or cancel their service contract with WGEO. Buyer is obliged not to employ such an employee in Switzerland, engage or take him under contract or have him to work for Buyer in any other way. If Buyer is guilty of infringing this clause, the Buyer is obliged to pay a contract penalty of forty (40) percent of the annual income of the respective employee. Bonus payments are not included in calculating the annual income. Further claims by WGEO remain unaffected.

## 19. Confidentiality.

Buyer agrees that these Conditions, including all Contracts and all information in connection with the Products including pricing and descriptions, which WGEO makes available to Buyer, irrespective of the form in which they are supplied, shall be considered as confidential information of WGEO and its Suppliers ("Confidential Information"). Buyer is obliged to maintain strict confidentiality with regard to such Confidential Information, and not to disclose it to third parties. This does not apply where disclosure is required by law or if Confidential Information is or becomes available to everyone without infringing this rule of confidentiality. Buyer also agrees to restrict access to Confidential Information to those of its employees who strictly need to be party to it and who are subject to written obligations of confidentiality that protect Confidential Information at least as much as these Conditions. No responsibility is taken for the correctness of the Confidential Information made available. There is no

completeness. WGEO agrees to treat any sensitive information that Buyer marks as “confidential”, “secret” or using similar terms as strictly confidential, and not to disclose it to third parties.

## 20. Miscellaneous.

- a. **Assignment.** Buyer may not transfer or assign claims from these Conditions against WGEO to a third party without prior written agreement from WGEO.
- b. **Waiver.** If WGEO does not enforce any provision of these Conditions or Contract, this does not constitute a waiver of enforcement of the corresponding or any other right under these Conditions or a Contract.
- c. **Severability.** If a regulation in these Conditions is judged by a competent court to be ineffective or unenforceable, the other regulations in these Conditions shall remain fully valid and in force.
- d. **Rights of Inspection.** Buyer is obliged to make and keep appropriate and complete records in relation to its adherence to these Conditions or any Contract corresponding to these Conditions. This should be detailed enough to permit WGEO to accurately determine whether Buyer has adhered fully to these Conditions. Buyer shall make these records

available at reasonable request for inspection and duplication by WGEO and its representatives during normal business hours. Buyer is obliged to keep these records for a period of at least two (2) years from the end of the calendar year to which they pertain.

- e. **Marketing.** Buyer agrees that WGEO may collect, store and use the Buyer's data, including personal data, to support the marketing and sale of the Products. Buyer hereby agrees to such collection, storage and use of the Buyer's data by WGEO for these purposes. Irrespective of the above, WGEO agrees not to pass on such personal data to third parties without prior agreement from Buyer. Buyer also agrees that such data may be used for the purposes of conveying Product information and advertising material to Buyer by email or other means of electronic transfer, unless Buyer informs WGEO in writing that he does not want to receive such information.
- f. **Law Applicable, Jurisdiction.** These Conditions of Sale are subject to **Swiss Law**. Application of the United Nations Convention on Contracts for the International Sale of Goods to these Conditions is expressly excluded. Exclusive place for jurisdiction for both parties shall be the competent courts in **Zurich**, Switzerland. WGEO shall, however, be entitled to bring legal action against Buyer in any other competent court.