

## General terms and conditions

### 1. Coverage

For deliveries and services of swiss-sonic Ultraschall AG, Seemoosholzstrasse 14, 9315 Arbon, Switzerland (hereinafter referred to as swiss-sonic), only the following conditions are valid. Differing verbal agreements are only valid with written confirmation.

### 2. Conclusion of contract

An order is only accepted after written order confirmation by swiss-sonic. Swiss-sonic may withdraw from the contract in whole or in part if the economic circumstances of the buyer deteriorate significantly.

### 3. Scope of delivery

For extent and execution of deliveries and services, only the order confirmation of swiss-sonic Ultraschall AG is binding. Changes regarding extent and execution by swiss-sonic are possible in respect of optimizing quality or functionality.

### 4. Prices

Unless otherwise agreed in writing, all prices are in Swiss francs, unpacked, excluding VAT. The prices listed in the order confirmation shall be charged. Obviously incorrect prices or calculation errors can be corrected by swiss-sonic and must be accepted by the customer.

### 5. Payment

Unless otherwise agreed in writing, all invoices are payable net within 30 days from date of invoice. Payment shall be made by the buyer to the bank designated by swiss-sonic, without deduction of discounts, expenses, taxes and fees of any kind. Payment dates agreed in the work contract or listed on the invoice are expiration dates. In case of delayed payment swiss-sonic reserves the right to stop deliveries and assemblies immediately and is entitled to charge an interest on arrears of 10 % p.a.

Letters of credit and bills of exchange can only be accepted as means of payment after special agreement. The costs for disbursement, confirmation or discounting of checks, bills of exchange or letters of credit shall be borne by the buyer.

### 6. Delivery

The confirmed delivery dates and delivery periods are approximate and will be adhered to by swiss-sonic as far as possible. They are subject to unforeseen obstacles which could affect the production or delivery.

The buyer may only withdraw from the contract if the entire fulfilment upon swiss-sonic can no longer be fulfilled. The buyer has no right to compensation of any kind.

### 7. Delivery / transport / insurance

Any complaints related to transport have to be addressed by the buyer to the last carrier immediately upon receipt of the goods or the shipping documents.

The buyer is also obliged to accept a damaged shipment. Transport damages or the loss of a delivery have to be

notified to swiss-sonic at the latest within 8 days, after receipt or loss of the delivery, otherwise the delivery is deemed to be in order.

Without explicit instructions by the buyer swiss-sonic chooses type of packaging, means of transport and transport route.

If the buyer requires a transport insurance, the costs and expenses incurred will be charged to him.

The Incoterms defined at the time of conclusion of the contract shall apply.

### 8. Reservation of proprietary rights

The delivered goods remain the property of swiss-sonic until full payment or cashing of the checks, bills of exchange or letters of credit given in payment.

The buyer is obliged to take the necessary measures to protect the goods and to insure them in particular against theft, damage, fire, water and other risks.

### 9. Intellectual property and confidentiality

The buyer and/or supplier undertakes to keep all information from swiss-sonic secret from third parties, irrespective of whether it is marked as confidential or not, and to use it only for the purpose of fulfilling the contract. The buyer may disclose such information only to the extent necessary for the fulfilment of this contract.

Unless otherwise agreed, swiss-sonic shall be entitled to all rights of ownership and exploitation of developments which swiss-sonic has carried out on behalf of the buyer.

### 10. Data protection and privacy

Swiss-sonic is entitled to copy, transfer, store and analyze data in order to optimize its products and services. Without the consent of the buyer swiss-sonic will not pass on data to third parties.

The statutory data protection regulations apply to personal data.

### 11. Technical modifications

Technical changes, which serve the improvement or are necessary due to subcontractors, can be applied without notice. They do not entitle the buyer to withdraw from the purchase contract.

### 12. Manufacture of ultrasonic-tools

Ultrasonic-tools are mainly horns (also called sonotrodes) anvils (also called nests or fixtures).

Plastic injection molded parts can deviate from the original design drawings or CAD data due to shrinkage, warpage, tolerances, manufacturing processes, etc.. For this reason, swiss-sonic will not manufacture ultrasonic-tools until the original parts are available.

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If the buyer requests the manufacture of ultrasonic tools on the basis of his drawings or CAD data without the availability of original parts, any necessary reworking or any ultrasonic tools that do not fit will be invoiced to the customer at the full price.

### 13. Inspection and acceptance

The delivery must be inspected by the buyer within 8 days. Any defects shall be notified to swiss-sonic in writing without delay, otherwise the goods shall be deemed to be in order. Notification of defects shall not entitle the buyer not to meet his payment obligations.

### 14. Warranty and liability

Swiss-sonic grants a warranty period of 1 year, from date of invoice or date of delivery, depending on which dated earlier, on all standard products, in normal use in single-shift operation (8 hours per day).

For customer specific developed and manufactured devices, machines and components, the warranty can be defined order or product related.

The warranty expires prematurely if the buyer or third party makes improper modifications or repairs to the delivered goods, without consultation and consent of swiss-sonic.

Excluded from the warranty are wearing parts such as horns (also called sonotrodes), anvils (also called nests or fixtures), ejectors, etc. and all parts that come into direct contact with the ultrasound.

Excluded from warranty and liability are damages that cannot be proven to have occurred as a result of poor material, faulty design, poor workmanship or other reasons for which swiss-sonic is responsible. In particular, swiss-sonic shall not be liable for damage caused by improper use, negligence, incorrect tool design or insufficient maintenance by the buyer.

In the case of loan, hire or test-equipment, the buyer shall be liable for any damage to the equipment if the damage was not caused by material, design or manufacturing defects.

### 15. Material compliance and code of conduct

Swiss-sonic documents this in a separate document.

### 16. Severability clause

Should individual provisions of these conditions be wholly or partially void and/or ineffective, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected.

### 17. Applicable law

Swiss law applies exclusively to this purchase contract.

### 18. Place of fulfillment and jurisdiction

Place of fulfillment and exclusive place of jurisdiction for both parties to the contract, also for check, bill of exchange

and letter of credit transactions, shall be the registered office of swiss-sonic Ultraschall AG, Seemoosholzstrasse 14, 9320 Arbon, Switzerland.

### 19. Final provisions

Swiss-sonic does not accept any other terms and conditions, sales or delivery as the present. The buyer disclaims explicitly of his own general terms and conditions.

The acceptance of an order by swiss-sonic does not imply its agreement with the terms and conditions of the buyer, even if these are mentioned on the buyer's order.

### 20. Amendment

Swiss-sonic reserves the right to modify the present general terms and conditions at any time.

Arbon, 1<sup>st</sup> of August 2023