

GÜDEL GROUP GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES (Version 9/2019)

1. General

1.1. These General Terms and Conditions for the Provision of Services apply to all orders placed with Affiliated Companies of the GÜDEL Group, i.e. worldwide with any direct or indirect subsidiary company of the GÜDEL Group AG, Gaswerkstrasse 26, CH-4900 Langenthal, Switzerland, ("GÜDEL") for the provision of services and works of any kind (referred to below as "Services"). The GÜDEL GROUP GENERAL TERMS AND CONDITIONS OF SALE (VERSION: 2/2019) additionally apply to the delivery of goods and products such as equipment, machines, components, modules and spare parts.

1.2. The customer's additional or different conditions, in particular the customer's general terms and conditions for purchasing shall not apply. They only become part of the contract if GÜDEL has specifically accepted them separately in writing.

2. Object of the Services

The equipment systems and the control systems defined in the Service Agreement are the sole object of the Services provided by GÜDEL.

3. Services

3.1. The specific Services to be provided by GÜDEL are defined in the Service Agreement. To the extent that the Services are only listed in principle, but not in detail, GÜDEL shall determine the content at its own diligent discretion.

3.2. GÜDEL undertakes to ensure that all Services are provided by trained specialist personnel with the necessary diligence, having due regard to the customary principles of the industry and also in compliance with the applicable statutory provisions and is likewise entitled in that context to call upon third parties to perform the contract. The risk of use of the equipment which is to be maintained or repaired rests with the customer.

3.3. For the purpose of the provision and performance of Services, GÜDEL is an independent entrepreneur and not the representative or employee of the customer. The relationship between employer and employee does not exist between the customer and a GÜDEL employee. No GÜDEL employees are made available to the customer unless that has been expressly agreed between the parties. In addition, the customer acknowledges the fact that the GÜDEL employees who are seconded to him are solely employees of GÜDEL.

3.4. The Services are performed by GÜDEL at the Service intervals stated in the Service Agreement. If no such service interval is indicated, GÜDEL shall maintain the equipment at intervals of time which are regarded as reasonable at its own diligent discretion.

3.5. If GÜDEL finds during the lifetime of the Service Agreement that additional Services are needed, GÜDEL shall notify that fact to the customer and submit an offer to him to supplement or extend the Service Agreement.

3.6. Remote Service does not replace ordinary maintenance.

3.7. Fault tracing time is treated as working time even if a repair cannot be performed for reasons that are not attributable to GÜDEL, for instance because a fault message does not occur, a fault cannot be detected or spare parts cannot be procured.

4. Place of performance

4.1. The place of performance of GÜDEL Services is the site of the equipment systems and control systems defined in the Service Agreement. For remote Services, the place of performance is the place from which GÜDEL has electronic (remote) access to the equipment.

4.2. If the provision of remote maintenance Services by GÜDEL is agreed, the customer undertakes to give GÜDEL appropriate data access (corporate network, modem, etc.) or to assist GÜDEL in setting up remote access which is independent from the customer's network.

5. Remuneration and price adjustments

5.1. For the provision of the Services, the customer shall pay GÜDEL the flat rate sum defined in the Service Agreement or the agreed remuneration based on costs incurred as agreed in the Service Agreement. The payment terms are stipulated in the Service Agreement.

5.2. As far as possible, the likely repair/assembly price is notified to the customer in the repair/assembly offer, failing which the customer can impose cost limits. If the repair/assembly cannot be performed within these costs, or if GÜDEL deems the performance of additional work to be necessary during repair/assembly, the customer's consent must be obtained if the stated costs will be exceeded by more than 15%. If a cost estimate with binding price rates is required before the repair/assembly is performed, a specific request to that effect must be made. Unless otherwise agreed, any such cost estimate is only binding if it is supplied in writing. Remuneration shall be based on the time required to perform the work. The Services needed to provide the cost estimate will not be invoiced to the customer in so far as they can be utilised during performance of the repair/assembly work.

5.3. Services or spare parts that are not included in the flat-rate remuneration will be invoiced separately to the customer on the basis of the expenditure actually incurred. The currently valid prices of GÜDEL shall apply in each case. For the delivery of equipment, machines, components, modules and spare parts, the GÜDEL GROUP GENERAL TERMS AND CONDITIONS OF SALE (VERSION: 2/2019) shall likewise apply.

5.4. GÜDEL reserves the right to automatically adjust the agreed remuneration each year to inflation and in the event of any extensions of the equipment, extension of the scope of software functions, changes to the scope of Service provision, to increase remuneration by an appropriate amount. GÜDEL shall inform the customer in writing of any increases in its prices. The customer may give notice to terminate the Service Agreement by respecting a one month's notice period to the end of a month if he does not agree with the price increase.

5.5. Offsetting or retention by the customer against GÜDEL's claims to remuneration is permitted only if the due counterclaim has been established in a legally enforceable manner or is not contested.

5.6. In the event of any delay by the customer in settling claims to remuneration that have fallen due or in performing duties of participation and information based on Sec. 12, GÜDEL shall be entitled to decline to provide Services within 3 calendar days of sending a written warning.

6. Duration and termination of the contract

6.1. The duration of the contract and the procedures for its termination shall be guided by the provisions of the relevant Service Agreement.

6.2. If no other duration is defined in the Service Agreement, this shall run for an indefinite period and may be terminated by either party by giving three (3) months' advance written notice to the end of a year.

6.3. The right to terminate the contract for important reasons still stands.

6.4. The contract ends automatically when the equipment is permanently decommissioned.

7. Acceptance and warranty

7.1. The customer is obliged to accept the repair/assembly Service as soon as its completion has been notified to him and any agreed trial of the object which has undergone repair/assembly has taken place unless the repair/assembly Service shows a defect which restricts its usability. If the acceptance which is to be decided by the customer is delayed through no

fault of GÜDEL, it shall be deemed to have taken place no later than upon the expiry of two weeks after notification of completion of the repair/assembly. Acceptance is likewise deemed to have taken place as soon as the customer makes use of the repaired object.

- 7.2. In the case of repairs and consultancy, GÜDEL gives no guarantee that a system or equipment will function faultlessly and without interruption.
- 7.3. If GÜDEL fits spare parts or if GÜDEL performs an upgrade, GÜDEL gives a warranty for a 12 months period after the date of delivery. In respect of an upgrade, the warranty refers solely to the extension of the system functions achieved by the upgrade.
- 7.4. In the event of the provision of a Service or supply of an update, GÜDEL gives a warranty of professional and diligent performance for a period of 12 months after completion of the particular Service provision or after delivery of the update.
- 7.5. GÜDEL gives no warranty for wear parts.
- 7.6. Faults or defects which are detected during the warranty period must be notified immediately and in writing (including by fax and e-mail) to the GÜDEL Service Call Desk. Defects will be remedied within a reasonable period of time at GÜDEL's discretion.
- 7.7. The term "Fault/Defect" means (1) deviation from the characteristics agreed in the particular specification for the delivery of hardware or software and (2) in the case of Services, non-professional performance or performance without due care.
- 7.8. If GÜDEL is unable to remedy a fault/defect even after having been allowed a reasonable period of grace, the customer is entitled to dispense with the repair and seek an appropriate reduction of the remuneration for the particular Service. The appropriate reduction amounts to not more than 20% of the annual remuneration for the Service for which GÜDEL was unable to successfully provide the warranty for reasons that are entirely attributable to GÜDEL.
- 7.9. All defects and damage that were not demonstrably caused by flawed materials, defective design or defective performance are excluded from the warranty, as too are those which are attributable to unprofessional operation or use, normal wear and tear or external influences such as faults in devices made by other manufacturers or unprofessional interventions and modifications made by the customer or by third parties who were not authorised by GÜDEL.
- 7.10. In respect of defects/faults in the performance of the Service Agreement (including these Terms and Conditions) the customer has no rights and claims other than those that are specifically referred to in Secs. 7.1 to 7.9.

8. Liability

- 8.1. GÜDEL is liable for the careful performance of the contractual obligations under the Service Agreement.
- 8.2. No guarantee is given for the availability of the equipment.
- 8.3. GÜDEL's liability is confined to the damage that has actually occurred but to not more than 20% per calendar year of the flat-rate overall remuneration for one year under the Service Agreement.
- 8.4. Any further liability of GÜDEL, in particular liability for indirect damage and consequential damage such as loss of profit and loss of production as well as for consultancy extending beyond the Services defined in the Service Agreement, is excluded – with the exception of the cases referred to in Sec. 8.5.
- 8.5. The limitation does not apply to the extent that GÜDEL's liability is obligatory, in particular in the event of deliberate unlawful intent or gross negligence on the part of GÜDEL and its employees or of third parties who are involved in the performance of the contract, malicious failure to disclose a defect, direct claims arising from personal injury or death or in the

context of GÜDEL's binding liability under the applicable Product Liability Act.

9. Cessation of GÜDEL's obligation to provide Services

GÜDEL retains the right to cease to provide Services if the customer fails to discharge normal duties of care and maintenance of the equipment systems and control systems that are to be maintained in compliance with the manufacturer's specifications; if the customer fails to comply with the operating instructions of the system manufacturer or those of GÜDEL; or if the customer does not comply in a timely manner with his duties of participation and information under the Service Agreement; if the object of the provision of service (equipment systems and control systems) is modified, maintained or repaired by the customer or by third parties retained by him without GÜDEL's prior written consent; if the safety of GÜDEL's employees is not guaranteed when the Services are provided; if the software defined in the Service Agreement or its conditions of use and operation are changed by the customer without a written supplement to the Service Agreement having been concluded on this matter between the parties.

10. Force majeure

GÜDEL is entitled to temporarily suspend performance of its contractual obligations if such performance is rendered impossible or unacceptably difficult by the following circumstances: labour conflicts and all circumstances beyond the control of the parties such as fire, volcanic eruption, explosion, war, acts of terrorism, general mobilisation, rebellion, requisition, confiscation, embargo, energy supply limitations, failure of the Internet for which GÜDEL is not responsible together with defective or late deliveries by the customer's sub-contractors or by GÜDEL because of the circumstances listed in this section. The parties are entitled to terminate the Service Agreement by giving written notice to the other party if the cessation of performance of the Service Agreement pursuant to this section lasts for more than six months.

11. Customer's duty to reduce maintenance and limit damage

- 11.1. The customer has a duty to assure normal daily maintenance of his equipment systems and control systems.
- 11.2. The customer is required to comply at all times with the operating instructions of the system manufacturer or with those of GÜDEL.
- 11.3. The customer bears sole responsibility for the administration of his databases, networks and operating systems and for the regular backup and storage of his data.
- 11.4. If a risk of accident or damage is detected, the customer must take all measures necessary to minimise the damage.
- 11.5. GÜDEL shall report detected hazards and any requirement for the equipment to be shut down to the customer within a reasonable period. If the customer fails to comply with the recommendation made by GÜDEL, he shall bear the operational risk and grant a complete release to GÜDEL.

12. Customer's duty of participation and information

- 12.1. To enable GÜDEL to perform its duties under the Service Agreement, it is imperative for the customer to cooperate with GÜDEL and give GÜDEL appropriate on-site assistance (working and auxiliary resources, energy, water, compressed air, protection devices, operating personnel, etc.), together with such information and data as have or may have a substantial influence on the Services to be performed by GÜDEL. Exceptional phenomena and occurrences (e.g. unusual noises, extreme wear or marks caused by operation, deformation or damage) to the equipment shall be reported without delay by the customer.
- 12.2. The customer shall keep an equipment protocol in which all faults (in particular date, symptom, down time), special findings and events are to be noted. The customer shall make the equipment protocol together with

protocols of system printers available to GÜDEL upon the latter's first request.

- 12.3. GÜDEL shall assure updating of the specific documentation for the equipment to the extent that this is agreed in the Service Agreement and shall keep a copy of the specific documentation for the equipment.
- 12.4. The customer undertakes to give GÜDEL unrestricted access to the parts of the equipment which are to be maintained for the duration of the Service Agreement at the agreed times and to keep the assembly locations clean. Shutdown times shall be determined in advance with the customer.
- 12.5. The customer shall ensure that the Services to be provided by GÜDEL are not performed under hazardous conditions or under conditions that endanger health and he must take all necessary measures to protect GÜDEL's personnel against safety and health risks. The customer shall inform GÜDEL's personnel of all safety provisions applicable at the Service or maintenance site before work begins.
- 12.6. When work is to be performed outside normal operating hours or in hazardous areas, two (2) persons must be present at all times. If only one GÜDEL representative is present the customer must supply an additional person. Failing this, GÜDEL shall make that person available against a charge at its applicable rates.
- 12.7. Any extraordinary data backup required as a result of the Services provided by GÜDEL shall be notified by GÜDEL and must be performed by the customer, for instance if a computer shutdown is needed. Responsibility for that performance and for data backup rests solely with the customer.
- 12.8. Additional costs incurred by GÜDEL because of non-performance or late performance of the customer's duties of participation and/or information shall be charged in full to the customer at GÜDEL's current prices.
- 12.9. The customer is required to accept the work that has been performed. Defects which do not significantly detract from the function and operation of the equipment are not an obstacle to acceptance. Both parties shall sign an acceptance protocol.

13. Late performance of the Services

- 13.1. If GÜDEL fails to perform Services that are urgently necessary at the agreed or notified time and if GÜDEL has sole responsibility for such delay the customer must allow GÜDEL a reasonable period of grace within which GÜDEL shall perform the necessary Service work. If GÜDEL fails to comply with this requirement, the customer may arrange for the work to be done by a specialised third party. GÜDEL shall compensate the customer for the reasonable costs incurred by reason of performance of the Service by the third party. More far-reaching claims of the customer to compensation are specifically excluded (see Sec. 8).
- 13.2. A repair time specified by GÜDEL is in principle not binding unless its binding nature has been agreed by both parties.

14. Infringement of Third Party Intellectual Property Rights

- 14.1. In the event of a complaint on grounds of breach of the intellectual property rights of third parties at the agreed destination of the goods, GÜDEL shall take such measures as it deems necessary in order to assure that the customer has a source of supply which commits no infringement, e.g. by acquiring potential licence rights, redesigning the delivered goods or taking such other measures as GÜDEL considers necessary to assure that no goods which are in breach of the protected rights of third parties are delivered to the customer.
- 14.2. GÜDEL shall further indemnify the customer for all obligations, costs, prejudice, claims and expenditure (including court, attorneys or amicable settlement costs) which the customer incurs in connection with a claim or lawsuit of a third party against the customer or against his respective customers on the grounds that the goods or their use by the customer or by his respective customers infringe protected rights of any such third party.

14.3. GÜDEL is not liable to the extent that the breach is attributable to the fact that the goods were produced in compliance with the customer's indications and GÜDEL (while taking all reasonable precautionary measures) was unable to detect the fact that compliance with these instructions might lead to a breach of the protected rights of a third party.

14.4. The parties shall inform each other without delay of all actual or asserted breaches of third party rights which come to their attention. GÜDEL shall assist the customer with the investigation, defence against or processing of such claims, including the provision of all documents needed by the customer for his defence against the lawsuit.

14.5. If the customer selects his own legal counsel, GÜDEL's release likewise includes reasonable costs and charges associated with such representation. If the customer does not appoint his own legal counsel, the customer shall transfer to GÜDEL sole responsibility for leading the defence against such claims or lawsuits. If customer does not select its own legal counsel, customer will give GÜDEL sole conduct of the defence of any such claims or actions.

15. Ownership of documents and software

15.1. GÜDEL retains all rights in the drawings, plans, technical specifications, illustrations, calculations, brochures, catalogues, models, tools and other documentation or in the software made available to the customer unless the customer has specifically ordered and paid for their production. The customer acknowledges these rights and shall not make such documents or software available to third parties without GÜDEL's prior written consent or use them otherwise than for the agreed purpose.

15.2. If software forms part of the scope of supply, the customer is granted a non-exclusive and non-transferable right to use the software for the agreed purpose. Copies may only be made for archiving or debugging purposes or in connection with the exchange of a defective data carrier. Without GÜDEL's prior consent the customer is not authorised to update, extend, disassemble, decompile, decode or retro-develop the software. If these obligations are infringed, GÜDEL may cancel the right to use the software with immediate effect.

16. Confidentiality

16.1. The parties shall refrain from disclosing to third parties and shall use exclusively for the performance of a particular order all confidential information which comes to their attention in the course of the business transactions with the other party, in particular technical information, business secrets and order details such as quantities, technical specifications, conditions of an order etc., together with all the resulting information.

16.2. GÜDEL shall ensure that all sub-contractors or sub-suppliers who access confidential information for the performance of the sub-contractor's order or for the purpose of supply have declared their agreement to be bound by these conditions.

16.3. The customer shall not, without GÜDEL's prior consent, publish the fact that he has entered into a contract with GÜDEL nor shall he use the business relationship with GÜDEL for advertising purposes.

16.4. The injured party is entitled to claim compensation and require the breach to cease. Payment of a contractual penalty does not release the infringing party from the obligation to continue to perform his duties as stipulated in this contract.

17. Protection of personal data

17.1. The parties may exchange personal data such as names, telephone numbers, e-mail addresses and other personal data in the course of their contractual relationship. In that case both parties shall use such personal data in accordance with applicable laws on the protection of personal data, in particular, to the extent that this is applicable, the requirements of the General Data Protection Regulation of the European Union of 4 May 2016 (EU 2016/679; "GDPR") and shall ensure that no unauthorised third

parties will have access to such personal data without the consent of the affected individuals or based on another legal reason to process such data.

- 17.2. The parties shall keep personal data of the other party strictly confidential and process such data solely for contractual purposes. The party who processes personal data is responsible for the lawfulness of its processing as well as for ensuring the rights of the data subjects. .

18. Rights in the outcome of the work, in particular in software

To the extent that intellectual property rights have been created in the outcomes of GÜDEL's work, those rights remain vested solely in GÜDEL. GÜDEL grants the customer a non-exclusive and non-transferable right to use such results for its own purposes; that right is compensated by the payment made by the customer for the Services provided. GÜDEL is entitled to make free use of the know-how acquired in the course of performance of the contract (ideas, concepts, processes, etc.) and acquires unlimited ownership thereof.

19. Final provisions

- 19.1. If a provision hereof or any partial provision is held by any competent court or authority to be invalid or unenforceable, such provision or partial provision will be deemed null and void, the remaining portions hereof continuing to be in full force and effect. The parties shall replace such invalid or unenforceable provision with a valid and enforceable provision having similar economic consequences, provided that the content of these terms and conditions is not materially altered. The same applies should any gaps or loopholes be found.
- 19.2. No delay or omission of GÜDEL to exercise any right or remedy granted shall operate as a waiver of such rights,
- 19.3. Any communication transmitted via facsimile or electronically (e.g. via the Internet, including but not limited to EDI, cXML, e-mail) shall also be considered to have been made "in writing".

20. Applicable law and place of jurisdiction

- 20.1. The contract between the Parties is subject to the substantive laws in force at GÜDEL's place of business, the UN-Convention on Contract for the International Sale of Goods (CISG) expressly being excluded.
- 20.2. Exclusive place of jurisdiction for all legal actions arising from or in connection with an order or another contract between the parties shall be GÜDEL's place of business, GÜDEL being entitled to bring action also before any other court having jurisdiction over the subject-matter in dispute.

Effective as of September, 2019