

# Rheonics Global General Terms and Conditions of Sale

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## 1. General

- 1.1. These Global General Terms and Conditions of Sale ("Terms") govern any delivery of goods and services by the specific Rheonics entity identified in the Order Confirmation or Invoice ("Rheonics") to the customer ("Customer"). These Terms apply to the extent no other agreements have been explicitly made. The Customer's general terms and conditions that are inconsistent with these Terms shall only be applicable to the extent Rheonics has explicitly approved them in writing.
- 1.2. Any claims held against Rheonics may not be assigned to third parties.
- 1.3. The sale, resale and the disposal of goods and services including any associated technology or documentation may be governed by Swiss, EU, US export control regulations as well as by the export control regulations of further countries. Any resale of goods to embargoed countries or to denied persons or persons that use or may use the goods for military purposes, ABC weapons or nuclear technology is subject to an official license. Customer declares with his order the conformity with such statutes and regulations and that the goods will not directly or indirectly be delivered into countries that prohibit or restrict the import of such goods. Customer declares to have obtained all licenses required for export and import.

## 2. Information, Consultancy & Production Right

- 2.1. Information and consultancy in relation to Rheonics' goods and services is provided as deemed appropriate from existing experience. Any values quoted as part thereof, especially performance data, represent average values which have been determined through experiments under standard laboratory conditions. Specific performance specifications shall be binding only if they are expressly agreed upon and marked as binding in the Order Confirmation. Otherwise, Rheonics cannot assume any commitment for its products to precisely meet the quoted values and areas of application. Section 10 of these Terms governs any issues of liability. Our offerings are subject to change and non-binding, unless they are expressly marked as binding or contain a particular deadline for acceptance.
- 2.2. Rheonics reserves the right to determine, at its sole discretion, the location of manufacture, the organization of production, and the method of service delivery. Rheonics may utilize subcontractors or third-party service providers to fulfill its contractual obligations without prior consent from the Customer, provided that Rheonics remains liable for the performance of such obligations in accordance with these Terms.
- 2.3. **Use Restrictions:** Products sold hereunder are not intended for use in connection with any nuclear facility or activity, medical application, or life-support system. Customer accepts that Rheonics products are not certified for such applications and Rheonics hereby disclaims all liability for any damage, injury, or contamination arising from such use.

### 3. Price

- 3.1. The prices apply for the scope of supply and services stated in the order confirmation. Any additional or special supply or service shall be invoiced additionally to the Customer.
- 3.2. Unless specified otherwise in the Order Confirmation, payment shall be made in advance. In the event that we have agreed to payment after delivery, our invoices shall be due and payable by the Customer within 14 days upon receipt of the invoice, unless a longer payment period is stated in the invoice.
- 3.3. Unless otherwise expressly agreed, the prices are quoted Ex Works (EXW) (Incoterms 2020) from the facility of the Rheonics entity fulfilling the order. The Customer shall bear all additional freight costs, packing costs in excess of standard packing, public fees (including withholding taxes) and duties.
- 3.4. The Customer shall have no right of set-off or retention, except to the extent that the counterclaim has not been disputed by us or been determined by a final and binding decision.
- 3.5. In case of custom product or unavailability of credit facility for the customer, the payment terms shall be payment in advance unless explicitly specified otherwise

### 4. Delivery

- 4.1. Any time period relevant to determine the date of dispatch pursuant to this Section 4 (as specified by us when the order is made or as otherwise agreed upon) shall begin (a) if advance payment has been agreed, upon receipt by us of the full purchase price (including VAT and shipping costs) or (b) if cash on delivery or payment after delivery has been agreed, upon the conclusion of the sales contract.
- 4.2. The date of dispatch shall be such day on which the product is handed over by us to the carrier.
- 4.3. We are not liable for impossibility of delivery or for delays in delivery in so far as these have been caused by force majeure or other events which were not foreseeable at the time of concluding the contract (e.g. operating disruptions of all kinds, difficulties in procuring materials or power, transport delays, strikes, lawful lockouts, shortages of workforce, energy or raw materials, epidemics, pandemics, global component shortages, difficulties in procuring necessary official approvals, official measures or non-delivery or incorrect or late delivery by suppliers), for which we are not responsible. In so far as such events make it considerably more difficult or impossible for us to provide our supplies or services and the obstacle is not merely of a temporary duration; we are entitled to withdraw from the contract. In case of obstacles of a temporary duration, the terms for supplies and services will be extended or the delivery and completion deadlines will be postponed by the period of the obstruction plus an appropriate run-in period.

- 4.4. Without prejudicing Rheonics' rights from Customer's default, delivery periods and dates shall be deemed to be extended by the period of time during which the Customer fails to comply with his obligations towards Rheonics. In case Rheonics does not comply with its obligations, Rheonics shall only be liable for all types of damages in accordance with Section 10 of these Terms. Rheonics reserves the right to carry out a delivery using its own delivery organization.
- 4.5. Rheonics may perform partial deliveries and render partial services if such action would not unreasonably affect the Customer.
- 4.6. The Customer may rescind the contract after two unsuccessful grace periods unless the hindrance is merely temporary in nature and a delay would not unreasonably affect the Customer. Cancellation of orders for standard products will incur a restocking fee of 25% of the total order value. Cancellation of orders for custom-engineered products or systems is not permitted once production has commenced, except with Rheonics' written consent and upon payment of full cancellation charges covering all costs incurred up to the date of cancellation.

## **5. Shipment, Insurance and Passing of Risk**

- 5.1. Unless otherwise expressly agreed, we shall be free to determine the appropriate mode of shipment and to select the carrier at our reasonable discretion.
- 5.2. We shall only be obliged to properly and timely deliver the product to the carrier and shall not be responsible for any delays caused by the carrier. Any transit times specified by us shall therefore only be non-binding estimates.
- 5.3. The risk of accidental destruction, damage or loss of the delivered product shall pass to the Customer upon the delivery of the product by us to the carrier.
- 5.4. The consignment will only be insured by us against theft, breakage and transport, fire and water damage, or other insurable risks, on the express wish of the Customer and at his costs.

## **6. Payment**

- 6.1. Subject to Section 3.2, payment shall be made in full within 30 days from the date of the invoice only if credit terms are explicitly granted. Payment shall be considered to have been made on the day the payable sum is received by Rheonics. Bills of exchange and cheques shall not be deemed payment until after they have been honored.
- 6.2. Customers may only withhold or offset due payments against their own counter-claims if these are uncontested or have been found to be legally binding.

- 6.3. Any of Rheonics' receivables shall be immediately payable in the event of a default in payment.

## 7. Retention of Title and Security Interest

- 7.1. Ownership Retention: Delivered goods shall fully remain the property of Rheonics ("Reserved Goods") until all receivables arising from the business relationship, on whatever legal grounds, have been fully paid up.
- 7.2. **Security Interest:** To the extent the retention of title defined in Section 7.1 is not valid under the applicable law of the Customer's jurisdiction, Customer hereby grants Rheonics a Purchase Money Security Interest (or equivalent lien) in the goods and any proceeds thereof to secure the payment of the purchase price. Customer agrees to cooperate in any filings (e.g., UCC-1 Financing Statements) required to perfect such security interest.
- 7.3. The Customer shall not be entitled to resell any products delivered by us which still are under retention of title, except with our prior written consent.
- 7.4. If a third party takes possession of the reserved goods, in particular by distraint/seizure, the Customer will immediately point out our ownership/interest to it and inform us of this immediately.

## 8. Software Rights & Intellectual Property

- 8.1. Software programs will fully remain the property of Rheonics. No program, documentation or subsequent upgrade thereof may be disclosed to any third party without the prior written consent by Rheonics, nor may they be copied or otherwise duplicated, even for the Customer's internal needs, apart from a single back-up copy for safety purposes.
- 8.2. **Intellectual Property Rights:** All intellectual property rights, including but not limited to patents, copyrights, trademarks, trade secrets, and know-how, existing in or arising from the goods, software, or services provided by Rheonics (collectively, "Rheonics IP") shall remain the exclusive property of Rheonics. The purchase of goods or services does not convey any ownership interest in Rheonics IP to the Customer, other than the limited license to use the goods as intended.
- 8.3. The Customer is granted a non-exclusive, non-assignable right to use the software, including any related documentation and updates, for no other purpose than that of operating the product, for which such software is intended. Typically, no source programs are provided.

## 9. Warranty

- 9.1. The goods claimed to be defective shall be returned to Rheonics for examination in their original or equivalent packaging. Prior to any return, Customer must provide a

Decontamination Declaration confirming the sensor has been cleaned and is free of hazardous, toxic, or radioactive substances. Rheonics reserves the right to refuse receipt of undefined or contaminated shipments. Rheonics shall remedy defects if the warranty claim is valid and within the warranty period. It is at Rheonics' discretion whether Rheonics remedies the defect by repair or replacement.

- 9.2. The items supplied are to be carefully inspected immediately after their delivery. They are considered to have been approved by Customer if no written notice of defects is received by us within seven working days after delivery.
- 9.3. In case of material defects of the items supplied we are initially obliged and entitled to repair them or supply replacements according to our choice.
- 9.4. Specifications of Rheonics' goods (pictures, drawings, weight, measure, etc.) are to be considered as average data unless specific parameters are explicitly guaranteed in the Order Confirmation.
- 9.5. Any warranty shall be void if operating or maintenance instructions are not observed (including but not limited to strict adherence to Hazardous Location/EX installation manuals and the use of certified Zener barriers where required), if changes are made to deliveries or services, if parts are replaced or materials used that are not in accordance with the original product specifications by Rheonics.
- 9.6. **Extended Warranty and Support:** Extended warranty periods and additional support services may be purchased by the Customer only where explicitly offered by Rheonics for the specific product or solution. The availability of such extended terms is at Rheonics' sole discretion and must be expressly itemized in the Order Confirmation. The mere purchase of a Rheonics sensor or system does not automatically qualify the Customer for, nor entitle the Customer to purchase, extended warranty or support services.

## 10. Limited Liability

- 10.1. Our liability for damages, regardless of the legal grounds but in particular due to impossibility, delay, defective or incorrect delivery, contractual infringement, infringement of duties during contract negotiation and action in tort is, to the extent that it depends on our fault in each case, limited in accordance with this Section 10.
- 10.2. We are not liable in the case of simple negligence of our bodies, partners entitled to act as representatives, statutory representatives, employees or other vicarious agents, unless essential contractual obligations are breached. Considered essential to the contract are the obligations for prompt delivery and installation of the delivery item, its freedom from defects, which do not only marginally affect the function or usage, as well as duties of consultation, protection and care, which shall enable the Customer's use of the delivery item in accordance with the contract or which serve the purpose of protecting the life and limb of the Customer or its personnel or the Customer's property against considerable damage.

- 10.3. In so far as we are liable for damages on the grounds of and in accordance with section 10 subsection 2, our liability is limited to damage which we have foreseen when concluding the contract as a possible consequence of a contractual infringement or which, under consideration of the circumstances, we should have foreseen by applying due care and attention. Furthermore, indirect damage and consequential damage resulting from defects of the delivery item are only subject to compensation in so far as such damage is typically to be expected when using the delivery item for its intended purpose.
- 10.4. **Monetary Cap on Liability:** Notwithstanding any other provision in these Terms and Conditions, Rheonics' total aggregate liability for any and all claims arising out of or in connection with this agreement, whether in contract, tort (including negligence), or otherwise, shall be strictly limited to the lower of: (a) Ten Thousand United States Dollars (USD 10,000); or (b) the actual price paid by the Customer for the specific sensor or system that gave rise to the claim.

## 11. Industrial Property Rights, Copyrights

- 11.1. In the event of claims against the Customer because of breach of an industrial property right or a copyright in using deliveries or services supplied by Rheonics in accordance with the contractually defined manner, Rheonics shall be responsible to obtain the right for the Customer to continue using such deliveries or services, provided that the Customer gives immediate written notice of such third-party claims and Rheonics' rights to take all appropriate defensive and out-of-court actions are reserved.
- 11.2. The Customer shall have no further claims alleging infringement of industrial property or copyrights, provided Rheonics has neither violated essential contractual duties nor intentionally or grossly negligently breached contractual duties.

## 12. Disposal & Development Results

- 12.1. Customer is obliged to closely observe the documents accompanying the goods and to ensure the correct disposal of the goods in accordance with the applicable law.
- 12.2. In case Customer is a merchant, Customer shall be obliged to dispose the goods at its own costs. Customer shall be obliged to transfer this obligation on the purchaser of the goods or parts thereof in case of a resale of the goods. In case the Customer is a consumer the statutory provisions regarding disposal of waste shall apply.
- 12.3. The Customer is granted the non-exclusive right to use any software delivered with the product for use in connection with the product.
- 12.4. The Customer shall have no right to make copies of the software, except for the purpose to use the software pursuant to section 12 subsection 3 or for back-up purposes.



- 12.5. The Customer may transfer his rights to the software to any third party only if at the same time title to the relevant product (in particular, a hardware product) is transferred to such third party and the Customer does not retain any copy whatsoever of the software.
- 12.6. Unless expressly agreed otherwise, we are not obliged to make the source code of the software available.
- 12.7. All results of our development services remain our intellectual property. This also includes inventions, ideas, concepts, designs and improvements irrespective of whether or not they are patentable or protected by law. Customer retains ownership of pre-existing data provided to Rheonics, but grants Rheonics a perpetual, royalty-free license to use such data for internal improvement of its sensors and algorithms.
- 12.8. Claims of the customer related to infringements of industrial property rights shall be excluded, insofar as the Customer is responsible for the infringements or insofar the infringements of industrial property rights were caused by special requirements stipulated by the Customer, by any use not foreseeable by us, by changes made by the Customer to the delivery or by the use of the delivery items in connection with other items not delivered by us.

### 13. Rentals and Evaluation Units

- 13.1. **Applicability:** This Section 13 applies to any goods provided to the Customer on a rental, trial, demonstration, or evaluation basis ("Evaluation Units"). All other provisions of these Terms and Conditions (including Warranty, Liability, and Decontamination) shall apply *mutatis mutandis* to Evaluation Units unless explicitly superseded by this Section.
- 13.2. **Title and Risk:** Evaluation Units remain the sole property of Rheonics. The Customer acts as a bailee and bears the full risk of loss, theft, damage, or destruction of the Evaluation Units from the moment of delivery until their return to Rheonics. The Customer shall keep the Evaluation Units free from any liens, attachments, or encumbrances.
- 13.3. **Return and Decontamination:** Upon expiration of the agreed evaluation period, Customer must immediately return the Evaluation Units to Rheonics at Customer's expense. Section 9.1 regarding the mandatory Decontamination Declaration applies strictly to all returned Evaluation Units.
- 13.4. **Purchase Conversion:** If the Customer fails to return the Evaluation Units within seven (7) days of the expiration of the agreed period, or if the units are returned in a damaged condition (beyond normal wear and tear), Rheonics reserves the right to invoice the Customer for the full current list price of the goods. The Customer agrees that such invoice shall be immediately due and payable.

- 13.5. **Rental Fees:** Rental or evaluation fees paid by the Customer are non-refundable. Such fees may be credited towards the purchase price of the unit only if explicitly agreed in the Order Confirmation. The mere payment of rental fees does not constitute a transfer of title.

#### 14. Confidentiality and Data Protection

- 14.1. Unless otherwise expressly stipulated in writing, no information provided to Rheonics in connection with orders shall be regarded as confidential, unless their confidential nature is obvious.
- 14.2. Rheonics points out that personal data in relation to the contractual relationship may be stored by Rheonics and may be transferred to companies associated with Rheonics in the Rheonics Group.
- 14.3. We may save and process any data relating to the Customer, to the extent necessary for the purpose of the execution and implementation of the sales contract and as long as we are required to keep such data in accordance with applicable law.
- 14.4. We shall not make available any personal data of the Customer to other third parties without the express consent of the Customer, except to the extent that a disclosure is required under applicable law.

#### 15. Marketing and Publicity

- 15.1. **Marketing Rights:** Rheonics may use Customer's name and logo in its customer lists, sales presentations, and marketing materials to refer to Customer as a client of Rheonics, provided that such use does not disclose proprietary technical details or trade secrets of the Customer. This right is granted based on the non-confidential nature of the business relationship at the time of the Order.
- 15.2. **NDA Override and Prior Acts:** The rights granted in Section 15.1 shall remain in force unless explicitly revoked in a separate Non-Disclosure Agreement (NDA) or similar written instrument signed by both parties. Any such subsequent restriction on publicity shall apply prospectively only, commencing from the effective date of such NDA, and shall not affect the validity of marketing materials published or the business relationship established prior to such NDA, unless the NDA explicitly mandates a retroactive retraction.

#### 16. Product Lifecycle and Obsolescence

- 16.1. **Right to Discontinue:** Rheonics reserves the right to discontinue the manufacture, sale, or support of any product at any time. Rheonics shall use commercially reasonable efforts to provide Customer with a formal "End of Life" (EOL) notice at least six (6) months prior to the final date of manufacture.

- 16.2. **Last Time Buy (LTB):** Following an EOL notice, Customer shall have the opportunity to place a final "Last Time Buy" order for the discontinued product, subject to component availability and Rheonics' acceptance. All LTB orders shall be non-cancellable and non-returnable.
- 16.3. **Spare Parts and Replacements:** Rheonics will make commercially reasonable efforts to make spare parts or functionally equivalent replacement products available for a period of five (5) years following the discontinuation date. However, Rheonics accepts no liability for costs, damages, or process interruptions incurred by the Customer due to product obsolescence or the unavailability of specific components after the LTB period.

## 17. Applicable Law and Competent Courts

- 17.1. The place of jurisdiction shall be the place of business of the Rheonics Group company identified in the Order Confirmation. However, Rheonics may also take legal action against Customer at Customer's place of business.
- 17.2. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the country (and state/canton, if applicable) where the selling Rheonics entity is incorporated. In the absence of a specific Rheonics selling entity being identified, or if the selling entity is Rheonics GmbH, the laws of **Switzerland** shall apply, excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.3. Should any of the clauses of these Terms and Conditions be wholly or partially invalid or void, the validity of the remaining clauses or parts thereof shall not be affected.