

GENERAL TERMS AND CONDITIONS

Formation of Contract

1. These Terms and Conditions apply to the purchase of goods by the Buyer from Imperix Ltd, a company registered under number CHE-316.869.01, with offices at Rue de la Dixence 10, 1950 Sion, Switzerland.
2. These Terms and Conditions will be deemed to have been accepted when the Buyer accepts them or produces a Purchase Order associated to the Quotation, or from the date of any delivery of the Goods, whichever happens first.
3. Goods are considered to be delivered to the Buyer (Delivery Time) when so notified by the delivery carrier or when the Goods are collected at Imperix's premises at the Buyer's request.
4. The validity of these Terms and Conditions is perpetual.
5. These Terms and Conditions and the Quotation together constitute the Contract applicable to the purchase and sale of any Goods between Imperix and the Buyer, to the exclusion of any other terms that the Buyer try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
6. Any alteration of the present Terms and Conditions must be done in writing and signed by both Imperix and the Buyer in order to be valid.

Definition of the Goods

7. The term "Goods" means products, materials, computer software licenses, documentation or services delivered to the Buyer and subject to the Contract.
8. The technical description of the Goods is set out in the technical documentation, unless expressly changed in the Quotation.
9. The detailed technical specifications of the Goods are subject to alteration without notice and are not a contractual offer which is capable of acceptance. In particular, Imperix can make any change to the technical specifications that is required to conform to any applicable safety or other statutory or regulatory requirements.
10. Imperix is entitled to make changes in or to the supplied list of Goods, which leads to improvements, pro-

vided such changes do not result in a Price increase for the Buyer.

Price

11. Unless otherwise noted in the Quotation or agreed to in writing, the Price of the Goods shall be understood net in Swiss Francs (CHF) without any deductions whatsoever.
12. Similarly, the Price is exclusive of packaging and delivery fees.
13. Any and all additional costs, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the Buyer. The Buyer shall also bear any and all taxes, fees, customs duties and the like which are levied out of or in connection with the Contract, or shall refund them if Imperix provides adequate evidence that it has already paid them.
14. The Buyer may be entitled to some discounts. Any and all discounts are at Imperix's discretion.
15. If the Quotation is provided in any other currency than Swiss Francs (CHF), currency exchange rate fluctuations remain of the responsibility of the Buyer and Imperix reserves the right to adjust the Price at the time of Invoice.

Payment terms

16. Unless otherwise agreed to in writing, full payment of the Price is due within 30 days net after the Invoice has been communicated to the Buyer.
17. In general, unless otherwise agreed to in writing, Imperix will invoice the Buyer for the full Price immediately after reception of the purchase order.
18. When no order acknowledgement has been produced prior to the Invoice, the latter serves as order acknowledgement.
19. Payment of the Price shall be made by the Buyer onto Imperix's bank account according to the agreed terms of payment, without any deductions in particular of cash discounts, expenses, taxes, fees, levies, duties.

20. If the Buyer, for any reason, is in delay with any payment, or if Imperix is concerned that it will not receive payments in total or in due time, Imperix, without prejudice to its rights provided for by law, may refuse the further performance of the contract and retain the equipment ready for dispatch until new terms of payment and delivery have been agreed and until Imperix has received satisfactory securities. If such an agreement cannot be reached within a reasonable time, or if Imperix does not receive adequate securities, Imperix shall be entitled to terminate the contract and to claim damages.

21. If the Buyer delays in the agreed terms of payment, the Buyer shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate of eight (8) percent per annum. The right to claim for any further damages is reserved.

Delivery

22. Imperix will arrange for the delivery of the Goods to the address specified in the Quotation or to another location agreed to in writing.

23. Unless agreed to in writing or specified otherwise in the Quotation, delivery is made ex works (EXW) at Imperix's premises (Incoterms 2010).

24. The delivery time shall be as agreed between the parties. Compliance with the delivery time is conditional upon the Buyer fulfilling his contractual obligations, notably but not limited to any payment required prior to delivery.

25. Any dates quoted for delivery are approximate and provided on a best effort basis only.

26. Imperix will not be liable for any delay in the delivery of the Goods in the event of a breakdown in the works, accidents, labor conflicts, late or deficient delivery by subcontractors in particular of raw materials, semi-finished or finished products, the need to scrap important work pieces, official actions or omissions by any state authorities or public bodies (e.g. export control requirements) and any other event, whether of a similar or dissimilar nature, beyond the reasonable control of Imperix.

27. Title to the Goods will not pass to the Buyer until the Price has been paid in full.

Acceptance of the Goods

28. The Buyer must inspect the Goods on delivery. If the Buyer identifies any damages or shortages, the Buyer must inform Imperix in writing within 10 days of delivery, providing details.

29. Other than by agreement, Imperix will only accept returned Goods if demonstration has been made that those Goods are defective and if required, have carried out an inspection.

30. Imperix will be under no liability or further obligation in relation to the Goods if:

- the Buyer fail to provide notice as set above; and/or
- the Buyer make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
- the defect arises because the Buyer did not follow oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
- the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by the Buyer, its employees or agents or any third parties.

31. The Buyer bears the risk and cost of returning the Goods.

32. Goods will be deemed to accepted upon inspection of them by the Buyer and in any event within 10 days after delivery.

Limited Warranty

33. All physical Goods provided to the Buyer are covered by a limited warranty period of twenty-four (24) months. The warranty period starts at the Delivery Time.

34. If the Buyer gives written notice of a defect, Imperix shall either repair the defective part or replace it as quickly as possible, provided that the part was proven to be defective during the warranty period and that the defect is due to bad material, faulty design or poor workmanship.

35. All deficiencies which cannot be proved to have their origin in bad material, faulty design or poor workmanship are excluded from the warranty and liability for defects. This notably includes:

- damages to the power switches such as IGBTs, MOSFETs, diodes, etc.
- damages resulting from normal wear, misuse, improper maintenance, excessive thermal loading, influence of chemical or electrolytic action and performance of any system for which the equipment is designed or in which the equipment is installed, or resulting from any other reason beyond Imperix's reasonable control.

36. Imperix does not warrant demonstrators or any products released with an "Marketing material" status.

37. Computer software is provided by Imperix and accepted by the Buyer "as is". In particular, Imperix does not warrant that use of the computer software will be uninterrupted or error-free. The Buyer accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

38. Return shipping costs are of the responsibility of the Buyer. Returned parts shall become Imperix's property.

39. Imperix shall bear the costs of remedying the defective equipment. Costs of failure analysis, if any, shall be borne by the Buyer. If the repair cannot be carried out at Imperix, the Buyer shall bear, in particular, the costs of transport, personnel, traveling, living, dismantling and reassembly of the defective equipment.

40. The warranty period shall expire immediately if :

- the Buyer or any third party undertakes inappropriate modifications or repairs to the equipment; and/or
- the Buyer, in the event of a defect, does not immediately take all appropriate steps to mitigate the damage and give Imperix the chance to remedy such defect ; and/or
- the equipment is misused electrically or mechanically.

41. If the defects are of such importance that they cannot be remedied within a reasonable time and the use of the equipment is meanwhile considerably impaired, the Buyer shall be entitled to refuse acceptance of the defective equipment. If partial acceptance is not economically justifiable for the Buyer, the Buyer shall be entitled to terminate the contract and Imperix shall only be liable for reimbursing the money received for the parts affected by the termination.

Limitation of Liability

42. Imperix makes no warranty expressed or implied regarding the fitness of the Goods for a particular purpose or that the Goods will be suitable or appropriate for specific requirements.

43. Imperix will not be liable (whether caused by its employees, agents or otherwise) in connection with the Goods, for:

- any indirect, special or consequential loss, damage, costs, or expenses; and/or
- any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill;

business interruption; or, other third party claims; and/or

- any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
- any losses caused directly or indirectly by any failure or breach by the Buyer in relation to the Buyer's obligations; and/or
- any loss relating to the choice of the Goods and how they will meet the Buyer's purpose or the use by the Buyer of the Goods supplied.

44. Imperix's total liability will not, in any circumstances, exceed the total amount of the original purchase made by the Buyer.

45. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

Data protection

46. When providing the Goods to the Buyer, Imperix may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Buyer.

47. The parties agree that where such processing of personal data takes place, the Buyer shall be 'data controller' and Imperix shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

48. Imperix shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with the Buyer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.

49. Imperix shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

50. Imperix shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Seller on behalf of the Buyer. For any enquiries or complaints regarding data privacy, the Buyer can contact the Data Protection Officer at Imperix at the following e-mail address: admin@imperix.ch.

Intellectual property

51. Imperix warrants that to the best of its knowledge, all Goods within its line of products are delivered free from patent infringement when used for normal purposes. When otherwise used or when goods are manufactured following the Buyer's designs or specifications, Imperix assumes no liability for actual or alleged patent infringement and the Buyer shall hold Imperix harmless from any and all claims, suits, damages or expenses by reason thereof.

52. All intellectual property rights whose ownership can be claimed by Imperix remain the sole property of Imperix.

Force Majeure

53. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party and where that party has taken any and all appropriate action to mitigate such an event. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party.

Law and jurisdiction

54. No waiver by Imperix of any breach of these Terms and Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

55. This Agreement shall be governed by and interpreted according to Swiss law and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Swiss courts.

56. If any term, covenant, condition or provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by

that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

57. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.

58. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa.

Notices

59. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

60. All notices to the Vendor under this Agreement are to be provided at the following address: Imperix Ltd: Rue de la Dixence 10, 1950 Sion, Switzerland