

## Terms and Conditions of rameus solutions gmbh

### 1. General remarks

These General Terms and Conditions (T&C) shall be applicable to all services rendered by rameus consulting (Service Provider). The General Terms and Conditions (T&C) shall form an integral part of any contract entered into with the Service Provider. The customer's contrary or conflicting terms and conditions shall not be binding on the Service Provider, even if the customer has not explicitly objected to these terms and conditions.

### 2. Written requirement

The parties agree that contracts must be made in writing to be valid. Oral agreements shall not have any legal consequences. A waiver of the written requirement must expressly be made in writing. Modifications, amendments and the termination of contracts or cancellation of individual contract provisions must expressly be designated as such, otherwise they will be legally ineffective. The written requirement also applies to communications between the parties by fax or e-Mail.

### 3. Conclusion of contact

The Service Providers quotes are subject to confirmation. The contract comes into force by our written order confirmation only. In case of a delivery without prior confirmation towards the customer, the contract comes into force under these conditions by the acceptance of the delivery. Specifications such as illustrations, drawings, descriptions, and performance are only approximately applicable as long as they are not explicitly denoted as binding. Minor variation of delivered articles from the description in the quotation are considered approved and do not affect the contract as long as the variation is not unreasonable for the customer. This applies in particular to changes and improvements providing technical innovation.

The Service Provider reserves copyright and right of property on quotations, drawings and other documents. They must not be disclosed to third parties as far as this is not prerequisite for the initiation of an order. In case the order is not placed with the Service Provider, drawings and other documents in connection with quotations must be returned immediately on the Service Providers request without withholding copies.

### 4. Delivery of documents

Deadlines shall be deemed met when document is delivered to the intended recipient. If the customer fails to notify the Service Provider of a change of address or does not notify the Service Provider on time, important legal documents, particularly cancellations or reminders mailed by the Service Provider to the last address reported shall nevertheless be deemed delivered.

### 5. Applicable law

Contracts between the parties shall exclusively be governed by Swiss law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and any provisions under Swiss law referring to such Convention are expressly precluded. The parties agree not to contest any contracts entered into due to error or a reduction of the real value by more than half.

**6. Jurisdiction**

The parties agree to solely subject themselves to the general jurisdiction of the courts at Service Provider's registered domicile.

**7. Severability**

If any of the provisions of these T&C should be or become invalid, the validity of the T&C as a whole shall not be affected. The invalid provision shall be replaced by a valid construction that comes closest to the original commercial intent of the invalid provision.

**8. Assignment of Service Provider rights and obligations**

The Service Provider shall be entitled to assign all of its rights and obligations under contracts with its customers to other companies. The Service Provider shall notify its customers of such assignment in writing. The customer shall not be entitled to terminate the contract provided that all of the rights and obligations are assumed by the assignee.

The Service Provider shall be entitled to appoint subcontractors to fulfil its obligations.

**9. Assignment of rights and obligations by Service Provider customers**

Customers of the Service Provider shall not be entitled to assign all of the rights and obligations under this contract to other companies or subcontractors unless the Service Provider has given its written consent.

If a third party assumes rights and obligations under a contract with the Service Provider without the consent of the Service Provider, such third party shall be jointly and severally liable with the customer for any payment or indemnification claims from the date of assuming the respective rights and obligations.

**10. Change in the person of the customer**

The customer shall notify the Service Provider of any changes in its name, company, address (relocation), disbursing office, corporate form, commercial register number, bank account, etc. in writing within one month of such change at the latest. If this change is expected to impede the enforcement of claims or affect the customer's credit-worthiness (e.g. relocation of domicile abroad, change of the corporate form), the Service Provider shall be entitled to request collateral security to be provided as set forth in Section 11 of these T&C.

**11. Verification of identity**

The Service Provider shall be entitled to request the submission of official documents to verify the customer's information on its legal capacity as well as a confirmation of its signatory powers or powers of representation. The customer shall also provide proof of holding a bank account with an internationally acknowledged bank at the request of the Service Provider. The Service Provider shall be entitled to verify the customer's information and its credit-worthiness.

**12. Collateral security**

The Service Provider shall be entitled to make contracts dependent on the provision of collateral security and/or a down payment in the amount of 30 % of the contract value. Unless otherwise agreed, such collateral must either be provided under a bank guarantee issued by a credit institute approved in the European Economic Area or in cash. Collateral security provided in cash will be deposited on a non-binding, interest-earning savings account. Collateral security must be furnished within five days of being requested to do so. The Service Provider shall return the collateral security without undue delay or set it off against payment obligations as soon as the prerequisites for the provision of collateral security are no longer applicable. If the collateral security is furnished in cash, the

customer shall be entitled to any interest accruing on the savings account (less statutory tax) at the time of repayment.

### **13. Approvals**

The customer shall be responsible for obtaining any official permits, authorizations or other public approvals and any permits or approvals from third parties required under private law. The customer shall be liable towards the Service Provider for the completeness and accuracy of any information provided. The customer shall be responsible for the payment of any fees that may be due on contracts entered into with the Service Provider. The customer shall specifically bear the cost of any fees, taxes or other duties payable on such contracts.

Articles returned without prior consent of the Service Provider are not accepted.

### **14. Delivery and transfer of perils**

Shipment costs and all other costs of every shipment have to be paid by the customer.

### **15. Performance criteria**

The availability and quality of the individual services shall be based on the performance specifications and any agreements between the parties with respect thereto. The Service Provider shall be entitled to adapt the contracted services to state-of-the-art technology.

### **16. Interruption of performance**

The Service Provider shall notify the customer of any interruption or material curtailment required for imperative service and maintenance work or to rectify or avoid breakdowns in due time and by the appropriate means. Unless otherwise agreed, the Service Provider shall not be liable for being unable to meet its contractual obligations due to circumstances beyond its control. The Service Provider specifically shall not warrant or assure that third party services and facilities are available.

### **17. Warranty**

The warranty period for services delivered by the Service Provider shall be three months. The Service Provider and the customer expressly agree that the customer and not the Service Provider shall always have the burden of proof for claims under the warranty. Defects shall immediately be reported in writing. The Service Provider shall rectify any defects itself or have them rectified within a reasonable period of time. The customer shall enable the Service Provider to take any steps necessary to inspect and rectify the defect. The customer shall provide the necessary staff for work arising under a warranty on the customer's premises free of charge. Any parts replaced during service or repair work shall become the property of the Service Provider.

If the service provided by the Service Provider does not correspond to the agreed terms and conditions, the Service Provider will try to provide the agreed service again. If the Service Provider is unable to provide the agreed service after repeated attempts and being granted a period of grace of at least four weeks, the customer shall be entitled to rescind the contract in writing with immediate effect. The customer shall not be entitled to any additional claims for compensation.

Once the customer has accepted the service provided by the Service Provider, the Service Provider shall no longer be responsible for defects caused by the customer's staff or third parties, nor shall the Service Provider be liable for errors, breakdowns or damage attributed to force majeure. The warranty shall only pertain to the replacement of parts subject to normal wear.

**18. Customer's liability for damages**

The customer shall comply with all of the relevant legal provisions. The customer shall specifically be responsible for the transmission of any information generated with equipment produced by the Service Provider.

The customer shall indemnify and hold the Service Provider harmless in the event of claims filed against the customer for wrongful conduct (or failure to comply with the relevant provisions) in criminal or civil action or out of court.

**19. Customer's obligations**

The customer shall be obligated:

- a) to allow the Service Provider to service the equipment to which the contract pertains and, in due time, to make a suitable working environment available and kept in the condition required to provide the services for the term of the agreement, either at the customer's expense or by third parties;
- b) to have the necessary re-work to the deliverables caused by the work performed by the Service Provider (despite the proper execution of the work on the part of the Service Provider), carried out at its own expense;
- c) to be responsible for obtaining public or private permits or authorizations that may be required.

**20. Liability**

Service Provider shall only be liable for damage caused by the company or its staff or helpers in case of intentional or gross negligence. Liability for lost profit, absent savings, damage to property, loss of interest, lost data, consequential damage, ideal damage or damage from third-party claims against the customer shall be precluded. Service Provider shall not be liable for claims consequential to business interruptions. Unless caused by intent or gross negligence, the obligation to pay damages shall be limited to CHF 20'000.— for all damaged parties. If the total damage exceeds the maximum limit, each individual damaged party's pro rata share shall be reduced proportionately.

**21. Deadlines**

The maximum period of time in which a service must be provided shall be specified in the respective specifications or individual agreements. Performance dates or deadlines shall only be binding if expressly agreed.

**22. Delays**

Agreed deadlines shall be extended and agreed performance dates postponed for a reasonable period of time in the event that performance is prevented by temporary, unforeseen impediments beyond the control of the Service Provider. Such impediments shall specifically include unforeseen failure to deliver on the part of suppliers, the geographical, technical or legal inability to provide services or force majeure. If services to be provided by the Service Provider are delayed for other reasons, the customer shall be entitled to cancel or rescind the contract or to cancel the order for an additional service if the Service Provider fails to meet an extended term of at least eight weeks granted by the customer. The customer shall not be entitled to indemnification in the event of rescission.

If the service cannot be provided for reasons attributed to the customer, the Service Provider shall be entitled to rescind the contract if the customer fails to meet an extended term of at least four weeks granted by the Service Provider.

If the Service Provider rescinds the contract, the customer shall bear the cost of any work already performed and loss of profit, however not exceeding the remuneration agreed for the total services ordered.

**23. Reservation of title**

The Service Provider shall retain the title to all deliverables until paid for in full.

**24. Terms of payment**

Remuneration shall be based on the contracts entered into between the parties. Prices shall not include the statutory value-added tax.

Payment shall be due upon receipt of the invoice. Unless otherwise agreed in writing, the invoiced amount must be credited to the account specified on the invoice no later than 20 days (twenty) after receipt of the invoice.

In case of default, the Service Provider shall be entitled to charge 12 % default interest p.a. Costs arising for legal counsel in case of default shall be borne by the customer.

**25. Customer's right to set off and right to withhold payment**

The customer shall only be entitled to set off judicially acknowledged claims against the Service Provider or claims acknowledged by the Service Provider. The customer shall not be entitled to withhold payment due to claims under a guarantee or warranty.

**26. Discontinuation of services**

The Service Provider shall be entitled to discontinue services for the customer in whole or in part if:

- a) The Service Provider becomes aware of circumstances that would have prevented it from entering into the contract with the customer and such circumstances are still significant at the time of their disclosure;
- b) the customer is in default with payment towards the Service Provider and continues to be in default despite having been granted a period of grace;
- c) the customer fails to provide collateral security as specified in section 11.

The Service Provider shall resume its services as soon as the reasons for discontinuation no longer apply and the customer has paid the cost of the postponement.

**27. Termination of contract**

The term of a contract shall be specified in the respective contracts entered into with the customer.

The Service Provider shall be entitled to terminate all contracts without notice for any of the reasons for discontinuing services specified in section 26 or if composition or foreclosure proceedings are instituted or the respective petition granted.

In case of termination of contract by the Service Provider all outstanding claims shall become due within 10 days.

**28. Instituting bankruptcy proceedings against the customer's assets**

The contract shall be terminated upon the institution of bankruptcy proceedings against the customer's assets. The receiver shall be entitled to continue the contract until the bankruptcy is terminated and non-appealable. In this case the receiver must submit a declaration of personal liability for all payments and indemnity claims arising from the date of instituting bankruptcy proceedings or submit the respective written application to continue the contract by providing reasonable collateral security as described in section 11 of these T&C or by prepayment within five business days from the adjudication in bankruptcy. If no receiver has been appointed, the customer shall be entitled to apply to continue the contract by providing reasonable collateral security as provided in section 11 of these T&C or by submitting the respective written application to continue the contract.

**29. Miscellaneous**

If a service is provided by the Service Provider according to information or plans provided by the customer, the customer shall indemnify and hold the Service Provider harmless against any infringement of industrial property rights.

Offers, working drawings or plans, samples, catalogues, photos and any other technical documentation shall remain the intellectual property of the Service Provider and shall be subject to the pertinent provisions with respect to reproduction, copying, competition, etc., as well as absolute confidentiality on the part of the customer.

Literal mistakes and modifications reserved.

Altendorf, May 2017