

## General Terms and Conditions for Supplies and Services of Irpd Ltd.

Dated 12 March 2024

### 1. Scope of Application

1.1. Supplies and services between Irpd Ltd. and the customer shall be provided exclusively in accordance with these general terms and conditions.

1.2. Any terms and conditions or provisions of the customer modifying the contract are contradicted. They are only effective against Irpd Ltd. if their validity has been expressly acknowledged by Irpd Ltd. in writing. Such acknowledgement always applies to the individual case in question only, but not to future supplies and services.

### 2. Conclusion of the Contract

2.1. The offers of Irpd Ltd. are non-binding and subject to change, unless they are provided unconditionally and with an acceptance period. A supply and service contract between the customer and Irpd Ltd. is concluded if the customer accepts an unconditional offer within the acceptance period by identical order or other confirmation. Insofar as Irpd Ltd. sends the customer a separate order confirmation, this is of declaratory nature for administrative purposes.

2.2. Insofar as customer orders are placed via the online calculation platform provided by Irpd Ltd. at [www.irpd.ch](http://www.irpd.ch), the acceptance of the order by Irpd Ltd. is subject to technical and commercial validation by Irpd Ltd., notwithstanding a system-generated order confirmation. A supply and service contract is concluded in these cases with unconditional provision of services or separate order confirmation by Irpd Ltd. If the customer order does not pass the technical and commercial validation, the parties shall clarify the differences, whereupon Irpd Ltd. shall submit an adjusted offer to the customer and the provisions of the above Section 2.1 shall apply.

2.3. The scope of supply and services is exhaustively listed in the offer of Irpd Ltd. or, in the case of online orders, in the order confirmation of Irpd Ltd. Subsequent changes to the scope of supply and services require a written agreement.

### 3. Specifications and Technical Documents

3.1. Specifications, plans, drawings, dimensions, weights and other performance data are only binding if this is expressly agreed in writing.

3.2. Requirements which are not part of the written documentation confirmed in writing by Irpd Ltd., in particular customer expectations regarding the surface and dimensional accuracy, are not part of the contractual content.

3.3. Insofar as additively manufactured parts are manufactured by Irpd Ltd. according to the customer's instructions within the scope of a customer order ("Job Shop Contract"), the customer shall be responsible for transmitting all specifications and data sets required for the manufacture of the desired parts in machine-readable format "STEP" or "STL". The parties agree that the parts will be manufactured by Irpd Ltd. in accordance with the CAD, STEP or STL file provided by the customer. Accordingly, the responsibility for the CAD, STEP or STL file and the specifications lies exclusively with the customer. Irpd Ltd. does not assume any liability for the content of the data sets transmitted by the customer and the correctness, fitness for purpose or exploitability relating thereto. Irpd Ltd. expressly has no duty to check or notify, e.g. with regard to the incorrectness of the data. Unless otherwise expressly agreed between the parties, it is in no case part of the contractually owed services of Irpd Ltd. to check, optimize

or adjust the transmitted data. A corresponding consultation of the customer is not owed.

3.4. Insofar as Irpd Ltd. provides consulting and support services within the scope of a supply and service contract, for example for AM compatible design, redesigning, reverse engineering, development of product solutions or workshops and training, it shall do so under the legal provisions governing mandates and shall be liable to the customer for faithful and careful execution by qualified personnel. Further warranties, namely the warranty for a specific work result or a specific success, are excluded unless otherwise expressly agreed between the parties.

3.5. Each contracting party reserves all rights to data sets, specifications and technical documents which it has handed over to the other party. The receiving contracting party acknowledges these rights and shall not make the documents available to third parties, in whole or in part, or use them outside the purpose for which they were handed over to it without the prior written authorization of the other party.

3.6. Inventions made during the provision of services under the supply and service contract and directly or indirectly related thereto shall in principle belong to the inventing party. If an invention was made by Irpd Ltd., Irpd Ltd. shall decide on its use.

### 4. Prices and Terms of Payment

4.1. Unless otherwise agreed between the parties, all prices are to be understood as net prices in Swiss francs, excluding statutory value added tax, respectively sales tax.

4.2. All additional costs for packaging, freight and insurance shall be borne by the customer.

4.3. Payments shall be made by the customer in accordance with the agreed terms of payment without deduction of discounts, expenses, taxes, levies, fees, custom duties and the like. In the absence of any other agreement between the parties, the contract price shall be due for payment within ten days of receipt of the invoice.

4.4. The client is entitled to offset only if its counterclaim used for this purpose is either undisputed by Irpd Ltd. or has been finally established by a court of law.

### 5. Supply Period

5.1. The supply period begins as soon as the supply and service contract has been concluded and all essential technical points have been settled. It shall be reasonably extended if (i) Irpd Ltd. does not receive the information required for the performance of the supply and service contract in due time, or if the customer subsequently changes it and thus causes a delay in the supplies or services, or (ii) if obstacles occur which Irpd Ltd. cannot avert despite exercising due care, including cases of force majeure.

5.2. The customer is entitled to claim liquidated damages for delay, insofar as a fixed supply date was expressly assured, the delay was demonstrably caused by Irpd Ltd. and the customer can prove damages as a consequence of this delay. The damages for delay amount to a lump sum of 0.5% for each full week of delay, but not more than 5% in total, calculated on the contract price of the delayed part of the supplies or services. The first two weeks of delay shall not give rise to a claim for damages for delay.

5.3. Irpd Ltd. is entitled to provide partial services if the partial services are suitable for the contractually intended purpose, the remaining provision of services is ensured and the customer does not incur any significant additional costs as a result of the partial services.

5.4. In the event that the delay exceeds 12 (twelve) weeks from the agreed supply date, the customer shall set Irpd Ltd. a final reasonable grace period in writing for the provision of supplies and services. If this grace period is not met for reasons for which Irpd Ltd. is responsible, the customer shall be entitled to refuse acceptance of the delayed part of the supplies or services. If partial acceptance is unacceptable to him, he is entitled to withdraw from the supply and service contract and to reclaim payments already made against return of supplies made. In the event of withdrawal, the provisions of Section 9 (Limitation of Liability) shall continue to apply unchanged.

5.5. The provisions of this Section 5 regulate the rights and remedies of the customer in the event of delays exhaustively.

## 6. Dispatch and Transfer of Risk

6.1. Unless otherwise agreed between the parties, the supply shall be made EXW, Incoterms 2020.

6.2. The risk of damage or loss shall pass to the customer as soon as the items of supply and service have been handed over to the first carrier. Complaints in connection with the dispatch or transport shall be addressed by the customer to the last carrier immediately upon receipt of the supplies.

6.3. The customer shall inspect the supplies and services within a reasonable period of time and in any case, within 8 days after delivery at the latest and shall notify Irpd Ltd. of any defects in writing immediately. If the customer fails to do so, the supplies and services shall be deemed to have been approved.

## 7. Warranty

7.1. Irpd Ltd. warrants that:

- (i) the supplies are (i) of flawless quality, (ii) free from defects in materials, structure and workmanship, (iii) in accordance with all essential technical specifications agreed, and (iv) in compliance with all legal standards and regulations in Switzerland applicable to the manufacturer at the time of supply; and
- (ii) the services are provided with professional diligence in accordance with good industry practice, established practice and the provisions of the supply and service contract.

Further warranties are excluded, unless otherwise expressly agreed between the parties.

7.2. The customer is solely responsible for assessing the suitability of the supply and service items for its purposes. Insofar as products are manufactured and distributed by the customer using the supply and service items, it is the customer's sole responsibility to avoid design and manufacturing defects in the products it places on the market by means of comprehensive testing and quality control during production. It is expressly pointed out to the customer that Irpd Ltd. provides only a service in favor of the customer within the scope of a Job Shop Contract and that the supply of the manufactured parts by Irpd Ltd. to the customer does not constitute a placing on the market. It is the sole responsibility of the customer to take all necessary measures for placing the supplies on the market. The customer shall indemnify Irpd Ltd.

against all claims of third parties arising from a breach of these obligations.

7.3. The warranty period is 12 months, beginning with the completed supply according to the agreed Incoterm ("warranty period").

7.4. If it becomes apparent during the warranty period that the supplies and services are defective or deficient, Irpd Ltd. shall, as a rule, respond to the customer's notice of defect within 5 working days and commence rectification by replacement supply or repair within a reasonable period at its own expense.

7.5. If the defect is so serious that (i) the supplies and services are not usable or are usable only to a considerably reduced extent for the purpose for which they were announced and (ii) it cannot be remedied within a reasonable period of time for reasons Irpd Ltd. is responsible for, the customer shall grant Irpd Ltd. in writing a final grace period of at least thirty (30) days. If this grace period is again not met for reasons Irpd Ltd. is responsible for, customer shall be entitled:

- (i) to accept the supplies and services in the condition in which they are found and to reduce the purchase price appropriately;
- (ii) to withdraw from the supply and service contract and to reclaim payments already made against return of supplies made; or
- (iii) to agree on another solution with Irpd Ltd.

In the event of withdrawal, the provisions of Section 9 (Limitation of Liability) shall continue to apply unchanged.

7.6. The provisions of this Section 7 shall govern the customer's warranty claims exhaustively.

## 8. Industrial Property Rights

8.1. To the extent that Irpd Ltd.'s industrial property rights are embedded in the supply and service items, Irpd Ltd. grants the customer and its affiliated companies a worldwide, non-exclusive and free license to use the same for the intended purpose and in conformity with the contract.

8.2. If claims that the supply and service items infringe the industrial property rights of a third party are made against the customer, and if Irpd Ltd. is responsible for this, Irpd Ltd. shall, at its own choice and discretion, (i) procure for the customer the right to continue to use the supply and service items lawfully; (ii) modify the supply and service items in such a way that they no longer infringe the rights of third parties, or (iii) replace the supply and service items with equivalent products and services that do not infringe the rights of third parties. Otherwise, customer shall be entitled to terminate the supply and service contract and to reclaim all amounts paid to Irpd Ltd. thereunder. Insofar as the rectifications according to lit. (i) - lit. (iii) are not technically or economically reasonable or appropriate, Irpd Ltd. shall likewise be entitled to the right of termination and withdrawal.

## 9. Limitation of Liability

9.1. In the event that claims of the customer should arise from or in connection with the supply and service contract or its improper performance, the total amount of such claims shall be limited to 100% (one hundred percent) of the net order value of the supplies and services provided thereunder. Claims for damages, reduction, termination of the contract or withdrawal from the contract not expressly mentioned are excluded.

9.2. In no event shall the customer have any claims for compensation for loss of production, costs of production downtime, loss of profit, recall costs, reputational damages and claims by third parties. Liability for indirect, consequential and incidental damages is excluded.

9.3. The limitation of liability shall not apply to unlawful intent, willful misconduct and gross negligence or to the extent that it is contrary to mandatory statutory law.

9.4. If, as a result of the customer placing the supply and service items on the market, third party claims arising from product liability are asserted against Irpd Ltd., the customer shall indemnify Irpd Ltd. against all such claims, unless Irpd Ltd. has confirmed in writing the assumption of product liability in knowledge of the exact purpose of use of the supply and service items placed on the market.

## 10. Compliance

10.1. The customer shall draw Irpd Ltd.'s attention to all regulations and standards relating to the execution of the supplies and services in the country of destination at the latest with the purchase order. Unless otherwise expressly agreed in writing, supplies and services of Irpd Ltd. shall only comply with the legal requirements applicable in Switzerland.

10.2. Insofar as the customer transfers information, data or items to Irpd Ltd. for the provision of services under the supply and service contract, the customer warrants that these are not subject to any restrictions on transfer or use under relevant export control laws.

10.3. The customer recognizes that the supplies and services may be subject to Swiss and/or foreign legal provisions and regulations on export control and may not be allowed to be sold, leased or otherwise transferred or used for a purpose other than the agreed without an export or re-export permit of the competent authority. The customer undertakes to comply with such provisions and regulations. Specifically, the customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with a supply and service contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and shall undertake best efforts to ensure that the purpose of this Section 10.3 is not frustrated by any third parties further down the commercial chain, including by possible resellers. Any violation of this Section 10.3 shall constitute a material breach of an essential element of the supply and service contract, and Irpd Ltd. shall be entitled to seek appropriate remedies, including, but not limited to termination of contract and penalties in an amount

equivalent to what the competent EU commission suggests at the time of violation. The customer shall make available to Irpd Ltd. any information concerning compliance with the obligations set out herein within two weeks of the simple request of such information.

10.4. Irpd Ltd. is entitled to process personal data of the customer within the scope of the execution of the supply and service contract. In particular, the customer agrees that Irpd Ltd. may also disclose such data to third parties in Switzerland and abroad for the purpose of processing and maintaining the business relationship between the parties.

## 11. Miscellaneous

11.1. Information and documents marked as confidential, and those which according to their content or according to the circumstances of disclosure must be recognizably considered confidential among businessmen, are to be kept secret and may not be disclosed or made accessible to third parties without the written consent of Irpd Ltd., nor may they be used or exploited directly or indirectly for own or third party aims outside the purposes of the supply and service contract.

11.2. All agreements and legally relevant declarations of the parties must be in writing in order to be valid. Declarations in text form which are transmitted or recorded by electronic means shall be deemed equivalent to the written form.

11.3. The invalidity of individual provisions of these general terms and conditions shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid provisions with those valid provisions that come closest to the economic purpose of the invalid provisions.

## 12. Applicable Law / Place of Jurisdiction

12.1. The supply and service contract is subject to the substantive law of the Swiss Confederation under the exclusion of the Vienna Convention on the International Sale of Goods of 11 April 1980.

12.2. If the customer has its seat in Switzerland, the place of jurisdiction shall be at the seat of Irpd Ltd.

12.3. If the customer has its seat abroad, disputes shall be settled exhaustively in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by an arbitrator appointed in accordance with these Rules. The place of arbitration shall be at the seat of Irpd Ltd. The language of the proceedings and the arbitration award is German.