

Terms & Conditions USA

General Terms and Conditions for the Supply of Products

Applicable for all contracts closed with Swissbit North America

Status: September 1, 2025

1. General

1.1.1.1 These Terms and Conditions shall apply to and form an integral part of all sales of goods ("Goods") by the Seller, unless explicitly agreed otherwise in writing by the Seller. Any offer to sell Goods by the Seller—whether made in response to a purchase order, a request for quotation, or otherwise—is expressly conditioned upon the Buyer's acceptance of these Terms. For the purposes of these Terms, the term "Goods" shall include not only physical products but also software products, whether delivered as standalone software, embedded software (such as firmware), or software as part of a hardware product. This includes all related documentation, updates, patches, and any licenses associated with such software. The Goods and/or software delivered by the Seller may include components, libraries, or modules licensed under Open Source Software licenses (hereinafter "OSS components"). Such OSS components are subject to the specific license terms under which they are distributed, which may differ from or impose additional obligations compared to these Terms.

1.1.1.2 Unless expressly stated otherwise in these Terms, all provisions herein shall apply equally to software, whether delivered on a physical medium or by electronic means. In case specific provisions for software are included in these Terms, such provisions shall take precedence. Where the context or content of a clause clearly pertains exclusively to Hardware, such clause shall not apply to software.

1.1.2 By placing an order, accepting an offer, or receiving delivery of the Goods, the Buyer acknowledges and agrees to be bound by these Terms. Any terms proposed or used by the Buyer that deviate from, conflict with, or supplement these Terms shall not be binding on the Seller, unless and only to the extent that the Seller has expressly accepted such terms in writing.

1.2 If the Seller's Goods include any standard software, including related documentation, that is available on the market and supplied by third-party vendors, the relevant delivery terms and licensing conditions of the third-party suppliers shall apply exclusively. The Buyer shall be deemed to have acknowledged and accepted such third-party terms if the Buyer has had the opportunity to review them prior to the purchase or use of the software. The Seller does not accept any liability for any third-party software or related documentation, and the Buyer agrees to fully comply with the terms provided by the third-party vendors.

1.3 As used herein, the term "Seller" shall apply to Swissbit North America Inc., the term "Goods" shall refer to any and all products or services purchased from Seller, and the term "Buyer" shall refer to the purchaser of Goods from Seller.

1.4 The Seller reserves the right to revise these Terms at any time. The version of the Terms in effect at the time of the execution of the contract, placement of an order, or acceptance of an order by the Seller shall govern the respective transaction. Any subsequent revisions to the Terms will apply to new contracts, orders, or deliveries but will not affect contracts, orders, or deliveries already in place unless otherwise agreed in writing by both parties.

2. Contracts and Advertising Prospectuses

2.1 Unless explicitly stated otherwise, advertising brochures, catalogues, and other promotional materials, whether in printed or digital form, are provided solely for informational purposes and shall not be construed as binding offers or commitments regarding the Seller's products or services. These materials are intended to give general descriptions of the Seller's products, and any details, specifications, or representations made therein are subject to change without notice. Any data or information contained in technical documents, such as product specifications, technical sheets, or manuals, shall be considered binding only if the Seller has explicitly guaranteed such information in writing, and any discrepancy between such documents and the actual product shall be resolved based on the written guarantees provided by the Seller. In the absence of such written guarantees, the Seller disclaims any liability for inaccuracies, errors, or omissions in these technical documents.

2.2 Offers that do not specify a clear and fixed acceptance period shall not be considered binding upon the Seller. The Seller reserves the right to modify or withdraw any offer at any time prior to the Buyer's formal acceptance, regardless of any previous communications or understandings. Any offer shall be deemed to be automatically revoked if not accepted within a reasonable time frame or if circumstances change that would affect the conditions of the offer.

If an acceptance period is provided in the offer, the Buyer must adhere to the terms of the offer within the specified period, and the Seller may revoke the offer in writing before it is accepted. In case the offer is subject to specific conditions, such as availability of the Goods or financing approval, the Seller's obligation to perform shall be contingent on the fulfillment of such conditions.

3. Prices

3.1 Unless expressly stated otherwise, the Seller's prices are quoted in US Dollars. The prices applicable for deliveries to the Buyer are ex works (EXW) at the respective stock location of the Seller in Germany, in accordance with Incoterms® 2020. This means that the Buyer shall bear all costs and risks associated with the delivery of the Goods from the Seller's premises, including but not limited to transportation, insurance, customs duties, and import charges. Furthermore, the prices are exclusive of all federal, state, local, and international taxes (including, without limitation, sales, use, excise, VAT, and similar taxes) and any other governmental charges, fees, or assessments related to the sale, purchase, or delivery of the Goods. The Buyer is fully responsible for the payment of such taxes and charges, as well as any customs duties and import fees, and agrees to indemnify and hold the Seller harmless from any claims or liabilities related to these taxes and fees.

3.2 If the determination of the Seller's prices is based on costs and fees that are beyond the Seller's control, such as currency exchange rates, governmental taxes, charges, fees, customs duties, the market price of components, parts, raw materials, or other external factors like testing costs, security expenses, or similar, and if there is an increase in these costs between the submission of the offer and the contractually agreed delivery date, the Seller reserves the right to adjust the prices and other terms of supply accordingly. Such adjustments shall be made in a manner that reflects the actual increase in the relevant costs. The Seller will provide the Buyer with prior written notice of any price revision or change.

3.3 The Seller shall obtain trade credit insurance for the Buyer's order(s) to ensure adequate protection against the risk of non-payment or insolvency of the Buyer. The Seller reserves the right to reject any order, withdraw from any contract, and withhold delivery of any Goods if the Seller is unable to obtain such trade credit insurance covering the order(s) or any outstanding deliveries, without incurring any liability to the Buyer. In the event that the Seller is unable to secure trade credit insurance, the Buyer shall be informed promptly, and the Seller shall not be liable for any damages, losses, or penalties arising from the rejection of the order or withholding of delivery. Furthermore, the Buyer acknowledges that the Seller's decision to obtain trade credit insurance is a matter of the Seller's discretion, and the Buyer has no claim against the Seller in case the Seller decides not to obtain such insurance or is unable to do so.

3.4 Prices stated in the order confirmation are valid exclusively for the specific Goods, quantities, and delivery terms confirmed therein. Any changes initiated by the Buyer to the type of Goods, quantities ordered, delivery schedule, packaging requirements, or other commercial terms may result in a recalculation of prices, and the Seller reserves the right to issue an updated quotation or order confirmation accordingly.

In particular, the following may trigger a price adjustment: (i) Increase or decrease in ordered quantity beyond the originally agreed volume, (ii) Substitution of one product or product variant for another, (iii) Partial deliveries upon Buyer's request, (iv) Postponement or acceleration of delivery schedules, (v) Changes in specifications, testing, or compliance requirements.

Unless otherwise agreed in writing, any such changes shall be subject to written confirmation by the Seller, and new prices will only become binding once explicitly accepted by both parties. The Seller shall not be obliged to honor the original pricing in the event of material deviations from the confirmed order details.

4. Terms of Payment

4.1 Unless expressly agreed otherwise in writing, all invoices issued by the Seller shall be due for immediate payment and must be settled within ten (10) calendar days from the date of invoice, without any deduction, set-off, or cash discount. Payments shall be made in the currency specified on the invoice, and only to one of the Seller's bank accounts which is corresponding the respective currency and is listed on the invoice. The Buyer shall ensure that all bank charges, transfer fees, currency conversion costs, or similar charges are borne by the Buyer, such that the full net invoiced amount is credited to the Seller. Payment shall be deemed effected only once the invoiced amount has been irrevocably credited to the Seller's bank account and is freely available to the Seller in the correct currency.

Unless explicitly accepted by the Seller in writing, the Buyer shall not be entitled to withhold payments, claim any deductions, or offset any counter-claims, whether contested or uncontested, against any amounts payable to the Seller.

Failure to comply with the payment terms shall entitle the Seller, without prejudice to any other rights or remedies, to: (1) Suspend further deliveries or contractual performance until full payment is received, (ii) Revoke any previously granted discounts or preferential terms, and/or (iii) Demand immediate payment of all outstanding amounts, regardless of previously agreed payment schedules.

4.2 If the Buyer fails to comply with the agreed payment terms, the Buyer shall be deemed in default automatically, without the need for a reminder or formal notice, as of the 11th calendar day following the date of the invoice. From that date onwards, the Buyer shall be liable to pay default interest at the higher of: (i) the statutory interest rate for commercial transactions applicable in the Seller's jurisdiction, or (ii) a flat annual interest rate of 8% p.a., calculated on a daily basis, whatever is higher.

The Seller reserves the right to claim further damages resulting from the delayed payment, including collection costs, legal fees, and administrative charges. The Seller is further entitled to assign or transfer its payment claims, including any default interest and ancillary charges, to third parties without requiring the Buyer's consent. Payment of default interest and other late payment charges shall not relieve the Buyer from its primary payment obligations or constitute a waiver of the Seller's right to assert further legal remedies.

5. Designs & Technical Documents

Each party retains full and exclusive ownership of all intellectual property rights relating to any designs, drawings, documents, software, specifications, and technical information disclosed or made available to the other party in the course of the business relationship, whether in written, electronic, verbal, or other form. The receiving party explicitly acknowledges and respects these proprietary rights.

Unless expressly authorized in writing by the disclosing party, the receiving party shall: (i) Treat such materials as strictly confidential, (ii) Not disclose them to any third party, in whole or in part, (iii) Not reproduce, copy, reverse engineer, decompile, or modify them, and (iv) Use them solely for the purpose for which they were provided, and strictly within the scope of the relevant contract.

This obligation shall survive the termination or completion of any contract between the parties. Any unauthorized use, disclosure, or distribution shall constitute a material breach of contract and may lead to claims for injunctive relief, damages, and other legal remedies. Nothing in this Terms shall be construed as granting the receiving party any license, assignment, or other transfer of intellectual property rights, whether express or implied.

6. Reservation of Title

6.1 Seller shall remain the owner of all Goods delivered by Seller until Seller has received payment in full of the agreed amount. On conclusion of the contract, Buyer authorizes Seller to reserve title pursuant to the laws of the countries concerned, in the public registers kept for this purpose by the competent authorities of the respective countries, and to complete all relating formalities.

6.2 Until paid in full Buyer shall, at its sole expense, maintain the Goods, and obtain all necessary insurance to protect Goods against theft, loss, fire, water and other risks, and shall store Seller's Goods separated from materials and goods belonging to Buyer or a third party, and shall take all further measures to ensure that Seller's title is not prejudiced in any way whatsoever.

6.3 All benefit and risk of loss shall pass to Buyer when Goods leave Seller's facility and are delivered to the carrier. If delivery is postponed at Buyer's request, or delayed for any reason beyond Seller's control, the risk of loss shall pass to Buyer at the time the delivery of Goods was originally scheduled to leave Seller's facility. Thereafter, Goods shall be stored and insured for the account and at the risk of Buyer. Retention of title shall in no way affect the risk of loss after delivery to carrier.

6.4 Processing and conversion of purchased Goods shall be conducted in the name of and on behalf of Seller. Seller's right to the Goods shall continue on processed and converted item(s). If Goods are processed with other items not belonging to Seller, Seller acquires co-ownership of the new item in the ratio of objective value of Seller's Goods to the other processed items at the time of processing. The same applies in case Seller's Goods are mixed with or integrated into other items. If mixing or integrating takes place in such a way that Seller's Goods are to be considered the main component, it is agreed that Buyer transfers to Seller a proportionate co-ownership.

7. Delivery Period

7.1.1 Provided all administrative formalities have been completed and complied with the agreed delivery period shall start on receipt of a written order whose technical and commercial aspects shall have been clarified. The delivery period shall be deemed to have been observed if, on its expiration, delivery has been completed, or Buyer has been informed that the supplies are ready for delivery.

7.1.2 The delivery period shall commence only after all of the following conditions have been fulfilled: (i) Receipt by the Seller of a written and binding purchase order from the Buyer, (ii) Full clarification and agreement of all technical specifications, commercial terms, and project-relevant details, and (iii) Completion of all required administrative, legal, or import/export formalities, including permits or official approvals (if applicable).

7.1.3 The delivery period is reasonably extended: (i) if information, without which Seller is unable to discharge Seller's contractual obligations, have not been made available to Seller in due course, or if a delay is caused by subsequent modifications or supplements requested by Buyer, (ii) if impediments, which Seller is unable to overcome in spite of taking the required care. Such impediments are, for instance, government measures or omissions; riots, mobilization, war; labor conflicts, lock-outs, strikes, accidents and operational breakdown; epidemics or natural occurrences. In any such event, the parties to the Contract shall agree on an adequate modification of the Contract, (iii) if Buyer itself or any third party charged by it are in arrears with work to be done by them, or in default with respect to contractual obligations. The period of extension corresponds to the period the impediment lasted.

7.2 The Seller reserves the right to adjust the delivery dates for any portion of the order if circumstances arise that reasonably necessitate such adjustment, including but not limited to changes in availability of components, manufacturing capacity, scheduling conflicts, or other operational constraints.

In such cases, the Seller shall: (i) Notify the Buyer promptly in writing of the revised delivery schedule, (ii) Provide a brief explanation for the adjustment (where commercially reasonable), and (iii) Indicate the new estimated delivery date(s) applicable to the affected Goods.

The Buyer acknowledges that such delivery adjustments shall not constitute a breach of contract, provided the revised delivery dates remain within a commercially reasonable timeframe. Unless expressly agreed otherwise, such adjustments shall not entitle the Buyer to claim compensation, penalties, or cancellation rights, except in cases of gross negligence or willful misconduct on the part of the Seller. Partial deliveries remain permissible unless explicitly excluded by the Buyer in the order and confirmed by the Seller.

7.3 Buyer shall be entitled to claim compensation for loss occasioned by default in the event of delayed deliveries, provided it can be proved that the delay is due to Seller's fault and that Buyer furnishes prima facie evidence for damage suffered as a result of such delay. If a substitute delivery is made in reasonable time, Buyer cannot claim default compensation. Default compensation shall not exceed 0.2% for every full week's delay and shall by no means exceed 3% of the contract price of the share of supplies that is delayed. The first three (3) weeks of any delay shall not give rise to any claim for compensation. Once the upper limit fixed for default compensation has been reached, Buyer shall grant Seller an adequate additional period in writing.

If this additional period is not observed for reasons within Seller's control, Buyer is entitled to refuse acceptance of the delayed share of the supplies concerned.

A delay shall be deemed reasonable in particular if it: (i) does not exceed 7 days/week from the originally confirmed delivery date, or (ii) is due to circumstances beyond the Seller's control, such as force majeure, logistical disruptions, or regulatory delays.

Any claim for cancellation or compensation shall only arise if the delay is unreasonable in duration, and the Seller has failed to cure the delay within a reasonable grace period after receiving formal written notice from the Buyer. In no case shall the Seller be liable for indirect, incidental, or consequential damages, including but not limited to loss of profits, operational downtime, or reputational harm, resulting from delivery delays falling within this clause.

8. Inspection, Acceptance & Rejection of Goods, Claim Notification

8.1.1 Each delivery of Goods shall undergo a standard inspection by the Seller to ensure compliance with the customary quality control procedures, including but not limited to: (i) Verification of quantity, conformity to specifications, and functionality, (ii) General visual inspection for defects or damages, and (iii) Testing of critical components or systems, where applicable, based on the Seller's established quality assurance processes.

The inspection will be conducted prior to shipment and in accordance with the Seller's internal procedures, which may be modified from time to time, at the Seller's discretion. If the Buyer requires any additional or specific inspection(s) beyond the Seller's customary procedures, such inspection(s) shall be: (i) Agreed upon in writing by both parties in a separate agreement, (ii) Conducted at the Buyer's sole cost and expense, (iii) Scheduled at a time that is reasonable and does not delay the delivery of the Goods.

The Seller shall not be held liable for any delays, costs, or defects arising from the Buyer's additional inspection or failure to promptly complete such inspection. Once the Goods have been released for delivery, the Seller shall not be liable for any discrepancies not reported in writing within ten (10) business days of receipt, provided the standard inspection was conducted properly.

8.1.2 The Buyer acknowledges and agrees that partial deliveries of the Goods may be made, particularly in cases where: (i) The Goods are produced or supplied in phases or batches, or (ii) The Buyer has explicitly requested or accepted such deliveries as part of the contractual agreement.

Unless otherwise agreed in writing, each partial delivery shall be considered a separate transaction, and the Buyer shall be required to accept and pay for each partial delivery independently, in accordance with the agreed delivery and payment terms.

In the event that the Buyer refuses or fails to accept any partial delivery without valid reason, the Buyer shall be deemed to have breached the contract.

In such cases: (i) The Seller may, at its discretion, deliver the remaining portion of the order, (ii) The Buyer shall remain liable for the payment of all delivered Goods, regardless of whether the full order has been completed, and (iii) Any delays caused by the refusal of partial deliveries shall not affect the original delivery schedule for the remaining goods unless agreed otherwise.

The Seller shall not be held liable for any failure to deliver the full order on time if such failure is due to the Buyer's refusal or failure to accept partial deliveries. In such cases, the Seller may also be entitled to claim compensation for damages or losses incurred as a result of the Buyer's refusal to accept the partial deliveries.

8.2 Buyer shall inspect the Goods immediately upon receipt, but no later than ten (10) calendar days from the date the Goods are made available for inspection at the first destination. The inspection shall include a check for visible damages, defects, or discrepancies in quantity and specifications.

In the event that any defects or non-conformities are identified, Buyer shall notify Seller immediately in writing and provide detailed information regarding the nature of the defects. If Buyer fails to provide written notification of any visible defects within the specified ten (10) day period, such failure shall constitute acceptance of the Goods, and Buyer shall have no further claim with respect to such defects. For defects that are not readily visible upon initial inspection but are later discovered (latent defects), Buyer shall notify Seller in writing no later than thirty (30) days after the defect has been discovered or reasonably could have been discovered. Failure to notify Seller within this period will result in a waiver of any claim related to such defects. All claims for defects or non-conformities must: (i) Be submitted in writing with a clear and specific explanation of the issue, and (ii) Follow the Return Merchandise Authorization (RMA) procedure as outlined by Seller.

In the event that the Buyer fails to comply with the notification requirements or the RMA process, such claims will be barred, and Buyer will lose the right to any remedy.

8.3.1 If any Goods arrive at Buyer's destination in a damaged condition or if a shortage exists, the Buyer must immediately notify both the delivering carrier and Seller in writing. The notification should include: (i) A detailed description of the damage or shortage, (ii) Relevant shipping information (e.g., tracking number, invoice number), and (iii) Photographic documentation of the damaged Goods or any visible shortage.

8.3.2 In the case of damaged Goods, a joint inspection shall be arranged with representatives from both the carrier and the Seller. The inspection shall take place as soon as possible to determine the extent of the damage and verify the condition of the Goods upon delivery. If the carrier's equipment cannot be held for inspection at the delivery site (e.g., due to the nature of the carrier's vehicle), the Goods shall immediately be unloaded, protected from further damage, and stored in a safe location until the joint inspection can be conducted.

8.3.3 The condition of the Goods shall be documented in detail, including photographs, to support any claims. Before unloading, the Buyer must ensure that any alleged damage or shortage is clearly noted on the carrier's delivery receipt and that the receipt is signed by the carrier's agent, indicating acknowledgement of the damage or shortage. The Buyer must retain a copy of this signed receipt for further reference. Failure to notify the carrier and Seller of any damage or shortage immediately, or failure to document the damage properly in accordance with this clause, shall result in the waiver of any claim for damages or shortages, and the Goods shall be deemed to have been accepted in the condition received. The Seller shall not be liable for any damage or shortage that is not properly reported in writing, documented, and inspected in accordance with the above procedure.

8.4 In the event of any claim concerning the Goods, the Buyer shall immediately set aside, protect, and hold the Goods in the condition they were received, without any further processing, alteration, or disposal, until Seller has had the opportunity to inspect the Goods. The Goods must be kept in a manner that prevents further damage or loss and should not be used, sold, or otherwise processed during this period. The Buyer shall notify the Seller in writing of any claimed defects or issues with the Goods, and upon receipt of such notification, the Seller will, at its discretion, advise the Buyer in writing regarding the disposition of the Goods. This may include instructions to return the Goods, repair or replace them, or any other appropriate remedy as per the contract or warranty terms. No Goods shall be returned to the Seller without first obtaining written consent from the Seller. If Buyer returns Goods without obtaining such consent, the Seller will not be responsible for any costs or losses incurred due to such unauthorized returns, and Seller reserves the right to refuse the return. The Buyer agrees that no allowance or compensation will be made for storage, handling, materials, or labor involved in the movement or storage of Goods subject to a claim, whether at the Buyer's premises, a third-party processor, or any storage facility under Buyer's control. Such costs shall be borne exclusively by the Buyer unless otherwise expressly agreed in writing by the Seller. Buyer acknowledges that failure to comply with these terms, including unauthorized returns or handling of Goods, may result in denial of the claim and loss of any rights to a remedy for the issue at hand.

8.5 Seller shall remedy defects or deficiencies notified by Buyer pursuant to Section 8.2 above at Seller's discretion and in accordance with the warranty terms, either by: (i) Consignment of replacement Goods, (ii) Issuance of a credit note, (iii) Repair of the damaged or defective Goods, or (iv) Reduction of the purchase price (price reduction or "mitigation"), where such remedy is appropriate and mutually agreed upon. The remedy shall be carried out as soon as reasonably possible after Seller has received notice of the defect, provided that Buyer grants Seller reasonable time and opportunity to carry out the necessary remedial action. The Buyer shall not proceed with any repairs, alterations, or replacements of the Goods without the prior written consent of Seller. In the event that defective Goods need to be replaced, such Goods shall immediately become the property of Seller upon their return or collection. The Buyer agrees to assist in the return of the defective Goods to Seller, at Seller's expense, unless otherwise agreed. Seller's obligations with respect to defects are limited to the remedies outlined above. In no event shall Seller be liable for any additional costs or losses incurred by Buyer due to any defect in the Products, including but not limited to software and firmware, regardless of whether such Products are delivered separately or embedded in hardware. This exclusion applies in particular, but not exclusively, to loss of profit, loss of data, business interruption, reputational harm, consequential or incidental damages, or any other indirect or unforeseeable losses. Furthermore, Seller shall not be liable for any damages or losses

that the parties did not expressly or implicitly intend to be covered under this Agreement or that do not typically arise in the ordinary course of business from a defect of the kind in question, unless otherwise expressly agreed in writing.

8.6 If Buyer requests deferral of shipment, fails to accept shipment, fails to pick up Goods, or otherwise fails to provide information, material, or documentation necessary for the delivery of Goods, and as a result, Goods are placed in storage, Seller shall notify Buyer in writing that the Goods are available for delivery or pick-up. Such notification shall be deemed delivered upon dispatch to Buyer's last known address or via electronic means (e.g., email). In the event that the Goods are not accepted, picked up, or the necessary documentation or information is not provided by Buyer within five (5) days from the date of Seller's notice, Seller shall be entitled to charge Buyer reasonable storage fees for the period during which the Goods are in storage, commencing five (5) days after the notice is sent to Buyer. Buyer shall remain liable for all storage fees incurred as a result of its delay, and such fees shall be payable within the same payment terms as the Goods themselves. If the Goods remain uncollected or undelivered due to Buyer's failure to comply with the terms set forth above for a period exceeding thirty (30) days, Seller may, at its discretion, either terminate the contract and retain the Goods as compensation or take other legal actions to recover the outstanding balance, including storage fees and any damages arising from the delay.

8.7 The delivery of software shall be deemed to have occurred upon the successful transfer of the software to the Buyer's designated system or, if applicable, upon provision of access credentials or download links necessary to access or install the software. The Buyer shall confirm receipt of the software in writing or electronically without undue delay. The Buyer shall inspect the software immediately after delivery and prior to its use for any defects or deviations from the agreed specifications. Any defects, errors, or non-conformities must be reported to the Seller in writing within seven (7) calendar days after delivery or discovery of the defect. The defect notification must include a detailed description of the defect and, if possible, steps to reproduce it. If the Buyer fails to notify defects within the specified period, the software shall be deemed accepted and free from defects, except for latent defects that could not reasonably have been detected during the inspection period.

9. Warranty

9.1.1 Goods shall be manufactured pursuant to Seller's standard manufacturing variations and tolerances, which are based on accepted industry standards and are subject to normal commercial deviations. These tolerances are within the limits customary for the type of Goods in question and may vary slightly depending on production methods, material properties, and environmental factors. The specific tolerances and variations for each product shall be detailed in the technical specifications provided by the Seller. In the absence of such technical specifications, the Buyer shall be entitled to rely on the minimum industry standards and reasonable expectations for the Goods' quality and performance. Warranty is granted solely to the original Buyer who has purchased the Goods directly from Swissbit AG, its affiliates, or authorized distributors. The warranty is non-transferable, and any subsequent purchaser or third party shall not be entitled to any warranty rights under these Terms. Any warranty claim submitted by a third party, including but not limited to resale buyers, shall be considered void unless explicitly authorized in writing by Seller. Save as expressly provided otherwise, the warranty period (period of guarantee) is defined as follows:

PRODUCT	WARRANTY PERIOD	REMARKS
INDUSTRIAL GRADE USING SLC (SINGLE LEVEL CELL) NAND FLASH ARCHITECTURE: <ul style="list-style-type: none"> ✓ SD/SDHC/SDXC Card ✓ MicroSD/microSDHC Card ✓ CompactFlash (CFC) ✓ CFast Card ✓ 2.5 INCH SSD ✓ M0-297, M0-300, M.2 SSD ✓ Embedded USB (eUSB) ✓ USB Flash Drive/Key 	FIVE (5) YEARS OR WHEN ENDURANCE LIMIT IS REACHED, WHICHEVER OCCURS FIRST	<p>The "ENDURANCE" is specified in "TBW" and "Terabyte Written Limit". This value is strongly dependent on the application type, the preconditioning and usage of the drive. Swissbit guarantees TBW values for defined workloads consistent with industry-wide standards (JEDEC standard definition) and generally refers to total possible terabytes written over the life of the drive. The TBW or Program/Erase Cycles for each product is set forth in the applicable Published Specifications. For workloads that differ from the specified conditions the guaranteed TBW value is reached when 100% of the respective P/E cycles are reached.</p> <p>The "ENDURANCE" for components other than Memory components and for other functionalities shall be subject to the guaranteed product specifications.</p>
INDUSTRIAL GRADE USING MLC (MULTI LEVEL CELL) NAND FLASH OR 3D TLC NAND ARCHITECTURE: <ul style="list-style-type: none"> ✓ SD/SDHC/SDXC Card ✓ MicroSD/microSDHC Card ✓ CompactFlash (CFC) ✓ CFast Card ✓ 2.5 INCH SSD ✓ M0-297, M0-300, M.2 SSD ✓ Embedded USB (eUSB) ✓ USB Flash Drive/Key 	THREE (3) YEARS OR WHEN ENDURANCE LIMIT IS REACHED, WHICHEVER OCCURS FIRST	
ENTRY LEVEL SSD WITH COMMERCIAL GRADE 3D NAND TLC ARCHITECTURE: <ul style="list-style-type: none"> ✓ 2.5 INCH SSD ✓ M0-297, M0-300, M.2 SSD EMBEDDED STORAGE COMPONENT: <ul style="list-style-type: none"> ✓ e.MMC ✓ uSSD ✓ M.2 NVMe ✓ UFS NON-MEMORY PRODUCTS: <ul style="list-style-type: none"> ✓ iShield Key 	TWO (2) YEARS OR WHEN TBW LIMIT IS REACHED, WHICHEVER OCCURS FIRST	

9.1.2 The warranty period shall begin on the departure of Goods from Seller's facility, as indicated by the Seller's shipping documents. For non-Swissbit-branded products, the warranty period shall be twelve (12) months from the date of departure from Seller's facility, unless otherwise specified in the applicable warranty documentation provided by Seller at the time of purchase. The warranty for non-Swissbit-branded products is subject to the terms of the respective manufacturers and suppliers, and any additional warranty periods or restrictions will be communicated to Buyer upon request. In the event of a delay in delivery due to circumstances beyond Seller's control, including but not limited to force majeure, customs delays, or shipping disruptions, the warranty period for the Goods shall commence only after the notification of readiness for delivery has been issued by Seller. Such notification shall be sent to the Buyer in writing and shall be deemed to have been received by Buyer upon dispatch. In cases where Buyer delays the acceptance of the Goods or fails to provide necessary information or documentation required for the delivery, the warranty period will not be extended.

9.1.3 The warranty period will start from the date the Goods are ready for delivery, as determined by Seller. For all products (both Swissbit and non-Swissbit-branded), the warranty period will not be extended or renewed due to any delay in delivery, including circumstances where Goods are placed in storage due to Buyer's failure to accept the Goods or any other delay caused by Buyer's actions.

9.2 All warranty rights shall be deemed null and void if: (i) Buyer or any third party (including but not limited to subcontractors, repair service providers, or end users) carries out repairs, modifications, alterations, or interventions of any kind on the Goods, including software or firmware updates or configuration changes, without Seller's prior written approval, (ii) the defect or malfunction results from improper installation, handling, misuse, or negligent operation, including but not limited to failure to comply with Seller's installation guidelines, product manuals, safety instructions, or environmental specifications, (iii) Buyer fails, upon discovery of a defect, to take immediate and reasonable measures to prevent or mitigate any further damage, or fails to provide Seller a prompt and adequate opportunity to investigate and remedy the defect in accordance with Section 8.2 and 8.3, (iv) the serial number, warranty seal, or any other product identification marking has been removed, altered, or made illegible, (v) Buyer uses the Goods in combination with third-party components, hardware, or software in a manner not expressly authorized or supported by Seller, and such use contributes to the defect or damage.

In such cases, Seller shall be released from all warranty obligations and shall not be held liable for any resulting costs, including but not limited to product replacement, service labor, downtime, or consequential losses. Buyer shall remain fully liable for any damage or loss resulting from unauthorized actions.

9.3.1.1 Seller shall, at its sole discretion and as soon as reasonably possible after written notification by Buyer, either replace, repair or issue a refund, or accept a reduction of the purchase price for all Goods that have been verified as defective or unserviceable due to faulty material or defective workmanship, provided such defects occur within the applicable warranty period. The decision to repair, replace, refund or reduce the purchase price lies solely with the Seller. Buyer shall not undertake any corrective actions or return Goods without prior written consent from Seller. To initiate a warranty claim, Buyer must notify Seller in writing, verify that the Goods were purchased from Swissbit AG, its affiliates, or authorized distributors, and request a Return Material Authorization (RMA) number by completing the RMA request form and submitting it to: rma-pool@swissbit.com.

9.3.1.2 Upon validation of the request, Seller will issue an RMA number within five (5) business days. The RMA number will be valid for thirty (30) calendar days from the date of issuance. Returns made after expiration of the RMA number may be rejected at Seller's discretion. Upon Seller's request, Buyer shall return the defective Goods in their original packaging or otherwise adequately protected against transport damage, with the RMA number clearly marked on the outside of the package. All accompanying documentation, including a detailed description of the defect, must be included. Goods returned without an RMA number or in violation of packaging or handling instructions may be rejected or returned at Buyer's expense.

9.3.1.3 Defective Goods replaced by Seller shall become the property of Seller upon delivery of replacement Goods. Seller reserves the right to use new, equivalent-to-new, or refurbished parts or products for warranty replacements, provided they are functionally equivalent to the original Goods. Buyer shall bear all shipping and insurance costs associated with returning the Goods to Seller. Seller shall bear the shipping costs for repaired or replacement Goods sent back to Buyer.

9.3.1.4 Risk of loss or damage during transport remains with Buyer until receipt by Seller of the returned Goods. Warranty claims are subject to the conditions set forth in these Terms. Goods that are damaged during return due to insufficient packaging, handling error, or non-compliance with the RMA process may void the warranty claim. Seller shall not be held liable for any costs associated with unauthorized returns, diagnostics, or third-party repairs.

9.3.2 Seller shall, at its sole discretion and as soon as reasonably possible after written notification by Buyer, provide a fix, update, upgrade, replacement, or refund for any software that is verified to contain material defects or does not substantially conform to the agreed specifications, provided such defects occur within the applicable warranty period. Remedies may include, but are not limited to, the provision of patches, updates, or replacement versions of the software. The choice of remedy lies solely with the Seller. Buyer shall not attempt to correct, modify, or return the software without the prior written consent of Seller.

9.4.1 Warranted characteristics are only those characteristics that have been expressly qualified as such by the respective specifications and shall be guaranteed up to the expiration of the warranty period. If warranted characteristics are missing, in full or in part, Buyer shall be entitled to request subsequent improvement to the Good(s) to be implemented by Seller within a reasonable time period. If attempt(s) to improve the Goods prove(s) unsuccessful or succeed(s) in part only, Buyer shall be entitled to an adequate price reduction. Should a defect be of such significance that it cannot be rectified within a reasonable period of time, and if the Goods cannot fulfill the agreed purpose for which Goods were ordered, Buyer shall be entitled to reject any of the defective Goods supplied, or, if a partial acceptance cannot reasonably be expected for economic reasons, to withdraw from the Contract. Seller shall only refund such amounts as have been paid to Seller for such Goods in respect of which the withdrawal from the Contract has taken place.

9.4. All other claims of the Buyer, in particular for consequential or indirect damages, loss of profits, or compensation for third-party claims, shall be excluded, except in cases of willful misconduct or gross negligence on the part of Seller. The remedies specified herein shall constitute Buyer's sole and exclusive remedies with respect to any missing warranted characteristics, and any further legal remedies shall be excluded to the extent permitted by applicable law.

9.5 Seller provides no warranty and accepts no liability for any damage, failure or defect of the Goods that cannot be unequivocally traced back to a material defect, manufacturing fault or faulty workmanship attributable to Seller. In particular, warranty coverage and liability are expressly excluded for defects, malfunctions, or damage resulting from any of the following circumstances, whether caused by Buyer, third parties, or external events:

- Ordinary wear and tear, aging, or degradation of materials due to normal product usage,
- Improper use, misuse, abuse, or negligent handling of the Goods, including but not limited to: (i) non-compliance with the Seller's operating manuals or installation guidelines, (ii) inadequate maintenance or inspection, (iii) unauthorized repairs, modifications, or upgrades,
- Improper environmental or operational conditions, including but not limited to: (i) excessive mechanical, thermal, or electrical stress, (ii) power surges, incorrect voltage supply, electrostatic discharge (ESD), (iii) exposure to corrosive substances or extreme temperatures,
- Damage incurred during transportation or improper storage, unless performed by or under the responsibility of Seller,
- Force majeure or natural events, including but not limited to lightning, flooding, earthquakes, fire, or acts of war,
- Any damage or malfunction caused by unauthorized construction, assembly, integration, or use of the Goods in combination with components or systems not expressly approved by Seller,

Furthermore, warranty coverage is expressly excluded in the case of functional failure due to end-of-life behavior of components, including but not limited to the natural limitation of program/erase cycles inherent in NAND flash memory or similar storage technologies. Buyer is solely responsible for selecting and operating the Goods within the life expectancy and endurance parameters specified in the product datasheets and technical documentation.

9.6.1 All software provided by the Seller, whether proprietary, open-source, or licensed from third parties, is supplied "as is" and "as available" unless expressly stated otherwise in a written agreement. The Seller does not warrant that the software will be free from errors, defects, vulnerabilities, or interruptions, or that it will meet the Buyer's specific requirements or operate in all combinations or environments selected by the Buyer. The Seller makes reasonable efforts to test its proprietary software and deliver it in accordance with applicable specifications. However, the Buyer acknowledges that software may contain bugs or unintended behavior, and that complete freedom from defects cannot be guaranteed. The Seller expressly disclaims all warranties, whether express, implied, or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that errors will be corrected. The Buyer assumes full responsibility for the installation, operation, and results obtained from the use of the software.

9.6.2 Where the software includes components or licenses from third-party vendors, those components are subject exclusively to the terms imposed by the respective third-party providers. The Seller accepts no liability for such third-party software, and the Buyer agrees to be bound by the applicable third-party license terms.

9.6.3 The Buyer is solely responsible for maintaining appropriate backup, disaster recovery, and security systems to protect its own data and infrastructure. The Seller shall have no liability for any loss or damage resulting from the Buyer's failure to implement adequate safeguards, apply software updates, or follow usage instructions.

9.7.1 Certain Goods delivered by the Seller may include embedded firmware, which is defined as low-level software integrated into the hardware components and essential for their operation. This firmware is delivered solely as part of the hardware and is not sold or licensed separately.

The Seller makes commercially reasonable efforts to ensure that the firmware performs in accordance with the published specifications at the time of delivery. However, the Buyer acknowledges and agrees that: (i) Firmware may contain errors, bugs, security vulnerabilities, or other defects, (ii) Firmware functionality may be limited or influenced by the Buyer's configuration, system environment, or third-party components, (iii) Absolute error-free or uninterrupted operation of firmware is not guaranteed nor implied, (iv) The firmware is not warranted to meet any specific purpose unless explicitly agreed to in writing.

9.7.2 Firmware updates, patches, enhancements, or security fixes (in this section "Updates") may be provided by the Seller at its sole discretion and without obligation. The Seller is under no obligation to develop or release any Updates. The Buyer is solely responsible for evaluating and applying any Updates and ensuring that such updates are properly installed and verified. The Seller disclaims all liability for any issues arising from the failure to install, improper installation of, or incompatibility caused by such Updates. The Buyer shall be solely responsible for: (i) securing the hardware and firmware from unauthorized access or tampering, (ii) ensuring compatibility of the firmware with any software, systems, or infrastructure used in conjunction with the Goods, (iii) implementing backup, redundancy, and safety measures to protect against operational failures.

The Seller is not responsible for any damage resulting from inadequate security practices, misuse, improper maintenance, or unauthorized modification of the firmware or related systems.

9.7.3 The firmware may contain or rely on components licensed from third-party providers. The Seller shall not be liable for any claims of infringement, misappropriation, or violation of intellectual property rights relating to firmware components sourced from third parties, provided such components were included in good faith and in accordance with the third-party terms.

9.7.4 To the maximum extent permitted by applicable law, the Seller disclaims all warranties and conditions, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or that defects in firmware will be corrected. The Seller shall not be liable for any loss or damage arising out of or in connection with the firmware, including but not limited to: (i) data corruption or loss, (ii) system failure or downtime, (iii) degraded product performance, (iv) incompatibility or integration failures.

9.8 Except as expressly provided in these Terms or a written agreement signed by an authorized representative of Seller, Seller makes no other warranties or representations, express or implied, regarding the Goods. To the fullest extent permitted by applicable law, Seller disclaims and excludes all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, performance or system integration and non-infringement of intellectual property rights. Any statements or representations made by Seller's employees or agents shall not constitute a warranty unless confirmed in writing by Seller.

10. Exclusion of Liability, Limitation of Liability

10.1 Notwithstanding the foregoing provisions and subject to the following limitations of liability, the Seller shall be fully liable for damages resulting from injury to life, body, or health caused by negligent or intentional acts or omissions of the Seller or its employees, agents, or authorized representatives. The Seller shall also be liable for damages arising under any applicable federal, state, or local product liability laws, as well as for any other damage resulting from willful misconduct or gross negligence by the Seller or its employees, agents, or authorized representatives, to the extent such liability cannot be lawfully excluded or limited.

Insofar as Seller's liability is excluded or limited, this also applies to the personal liability of Seller's employees, representatives and servants.

10.2 Seller is also liable for damage caused by simple negligence, insofar as this negligence concerns the violation of such contractual obligations, whose compliance is of particular importance for the achievement of the purpose of the contract (cardinal obligations). However, Seller is only liable to the extent that damage is typically connected to the contract and foreseeable. In case of simple negligent violation of non-contractual subsidiary obligations, Seller is not liable. The limitations of liability contained in sentences 1-3 shall also apply insofar as the liability for the legal representatives, executive employees and other servants is concerned.

10.3 The Seller shall only be liable for defects or damage to the extent expressly assumed under a specific written guarantee. *Any statements, descriptions, or depictions in brochures, data sheets, advertising materials, or other public communications shall not constitute a guarantee of condition or durability within the meaning of applicable law.* The scope of the Seller's obligations shall be strictly limited to what is explicitly stated in the guarantee; any interpretation beyond the clear wording of the guarantee shall be excluded. In particular, the Seller shall not be liable for any consequential, indirect, or incidental damages, including but not limited to loss of profit, business interruption, or reputational harm, unless such damages are expressly and unambiguously included in the scope of the guarantee. The Buyer bears the burden of proof for the existence and content of any guarantee and for establishing that the damage claimed is covered by such guarantee.

10.4 To the extent permitted by applicable law and unless otherwise explicitly agreed in writing, the total liability of the Seller, regardless of the legal basis (whether in contract, tort, strict liability, or otherwise), for any and all claims, damages, losses, or expenses arising out of or in connection with the sale, delivery, use, or performance of the Goods, including any embedded firmware or separately delivered software, shall be strictly limited to an amount not exceeding one (1) time the net purchase price actually paid by the Buyer for the specific Goods or software product giving rise to the claim. This limitation applies collectively to all claims relating to the same product, even if multiple incidents or causes occur. Where multiple Goods or software components are involved, liability shall be calculated separately for each affected item based on its individual net purchase price.

10.5 Disks and memory products are subject to risks inherent in power failure and degradation over time which can result in bit and meta data corruption or loss and total device failure, and therefore in loss of data. Buyer shall notify users that they assume all responsibility and risk for back-up, damage, loss, storage, and use of all data saved in the products of Seller. Buyer agrees to provide end-users with a clear and conspicuous disclaimer informing them that Seller is not liable for any data loss, corruption, or damage that may occur in connection with the use of Seller's products. Such a disclaimer shall specifically state that the user is solely responsible for maintaining and securing backup copies of all critical data and that Seller does not guarantee the integrity or recoverability of data stored on its products.

Buyer shall indemnify, defend, and hold harmless Seller, its affiliates, suppliers, officers, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, costs, or expenses (including but not limited to third-party claims, damages, attorney's fees, and litigation costs) arising from or related to data loss, corruption, or any other issues associated with the use of Seller's products. This includes any claims or actions brought by third parties related to data loss or damage, as well as any legal actions arising out of Buyer's failure to ensure proper backup practices by end-users.

10.6 Seller's Goods, if not expressly qualified as such, are not designed, and intended for use or resale as online equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft safety equipment or communication systems, life support systems or any other application where product failure could directly cause death, personal injuries or severe environmental damage.

Seller disclaims all liability for any damages, losses, or injuries arising from the malfunction, failure, or improper use of Goods in the applications described above. Buyer acknowledges that these Goods are not fit for such high-risk or safety-critical applications unless explicitly agreed otherwise in writing. Buyer agrees to indemnify, defend, and hold harmless Seller from any and all claims, damages, losses, liabilities, administrative proceedings, fines, attorney's fees, costs, or expenses arising out of or in connection with: (i) The use of Goods in any high-risk applications, as described above. (ii) Any third-party claims, lawsuits, or legal actions resulting from the failure of the Goods in such applications. (iii) Any loss or damage to data, property, or persons caused by the use of Goods in these hazardous environments.

Buyer acknowledges and agrees that it is the Buyer's sole responsibility to assess the suitability of Seller's Goods for their intended applications, particularly in high-risk or safety-critical environments. Buyer shall ensure that appropriate risk assessments, certifications, and safety procedures are conducted before using Seller's Goods in such contexts. Should Buyer intend to use Goods in any of the aforementioned high-risk environments, Buyer must notify Seller in writing prior to placing an order. Such notification shall provide Seller with details of the intended application and allow Seller to

determine if its Goods are suitable for use in those specific conditions. Seller reserves the right to refuse such orders or to impose additional terms to address the increased risks.

11. Open Source Software (OSS)

11.1 The Buyer acknowledges that OSS licenses may require disclosure of source code, distribution of license texts, or impose conditions on modification and redistribution, including but not limited to Copyleft licenses such as the GNU General Public License (GPL), Mozilla Public License (MPL), or Apache License. The Seller does not grant any rights beyond those expressly granted under the applicable OSS licenses. Upon Buyer's written request, the Seller will provide or make available all OSS license texts applicable to the OSS components included in the Goods or software, as well as access or offer to access the corresponding source code in accordance with the relevant OSS license obligations. This may include instructions for obtaining source code or repositories where the source code can be accessed. The Buyer shall comply with all applicable OSS license terms when using, modifying, or redistributing OSS components included in the Goods or software. This includes, without limitation, the obligation to disclose source code or include license notices if required by the OSS license.

11.2 The Seller expressly disclaims all warranties and conditions, express or implied, relating to OSS components, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or that defects or security vulnerabilities will be corrected. The Buyer uses OSS components at its own risk. Unless expressly permitted by the Seller or the applicable OSS license, the Buyer shall not modify, reverse engineer, decompile, or redistribute the OSS components separately from the Goods or software as provided by the Seller. The Seller does not guarantee the security or supportability of OSS components and is not obliged to provide updates, patches, or support for OSS components beyond those provided by the original OSS maintainers. The Buyer is responsible for assessing and managing any security risks related to the use of OSS components.

11.3 OSS components shall remain subject to their respective OSS licenses and are provided separately from any proprietary software or components delivered by the Seller. Nothing in these Terms shall be construed as granting the Buyer any rights to modify, distribute, or sublicense the Seller's proprietary software beyond what is expressly stated.

12. Export Regulations

12.1 Unless expressly stated otherwise, the (re-)export of products or any parts thereof is only permitted in accordance with the applicable export control regulations, including but not limited to the provisions of the end-use certificate required by the export control authorities of the Federal Republic of Germany, the European Union, the United States of America (including but not limited to the Export Administration Regulations – EAR), and Switzerland (including export control regulations administered by SECO), where applicable. Buyer acknowledges and agrees to comply with all applicable export control laws and regulations, including obtaining any necessary export licenses or authorizations before re-exporting or transferring Goods. In the event that Buyer resells or otherwise transfers the Goods, Buyer shall ensure full compliance with all foreign trade restrictions, including export control laws. This includes ensuring that Goods are not sold, transferred, or made available to countries, individuals, or entities subject to trade embargoes or restrictive measures imposed by European Union (including Council Regulation (EC) No 428/2009 and its amendments), the United States of America (including sanctions administered by OFAC and BIS), Switzerland (including SECO export control and sanctions regulations), the United Nations Security Council, or any other authority competent to impose legally binding export or trade restrictions.

12.2 Buyer is expressly prohibited from reselling, transferring, or delivering Goods to any persons, entities, or institutions that are subject to a ban on delivery or provision by the

European Union (EU), the United States of America, Switzerland, or any other relevant regulatory authority. This includes, but is not limited to, entities or individuals listed in: (i) EU sanctions regulations (including restrictive measures pursuant to CFSP decisions), (ii) U.S. sanctions lists administered by the Office of Foreign Assets Control (OFAC), the Bureau of Industry and Security (BIS) under the Export Administration Regulations (EAR), (iii) Swiss sanctions lists and export restrictions administered by SECO (State Secretariat for Economic Affairs), (iv) as well as any binding measures imposed by the United Nations Security Council or other competent authorities.

Buyer assumes full responsibility for ensuring compliance with all export control and trade restrictions, and shall indemnify, defend, and hold harmless Seller from any claims, losses, damages, or legal costs arising from Buyer's failure to comply with export control regulations or from any illegal (re-)exportation or distribution of the Goods. This includes any penalties or fines imposed on Seller as a result of Buyer's non-compliance with applicable laws. Buyer is obligated to immediately report any potential or actual breach of these export control obligations to Seller. In the event of such a breach, Seller reserves the right to suspend or terminate any further deliveries or business relationships with Buyer and may take any necessary legal action to mitigate the consequences. Seller reserves the right to conduct periodic audits or request additional documentation from Buyer to ensure compliance with export control regulations. Buyer agrees to cooperate fully in any such audit and provide all requested information promptly.

13. Indemnification

13.1 Buyer agrees to indemnify and hold Seller harmless from all liability, damages, or costs, including attorney's fees, relating to improper Buyer's use of Goods, breach of agreement by Buyer, negligence and willful misconduct of Buyer with its performance under this Terms, and any personal injury, death or any other damage to or loss of data or construction property attributable to Buyer's handling, storage, transportation, placement or use of the products or otherwise arising from Buyer's performance under this Terms. If Goods are manufactured in accordance with Buyer's designs, blueprints, drawings or specifications, Buyer agrees to indemnify and hold Seller harmless from all liability, damages and costs, including attorney's fees, arising out of patent infringement claims.

13.2 Buyer's obligations under this indemnification provision shall survive the termination or expiration of this Terms and shall remain in full force and effect as long as any claims, lawsuits, or other legal proceedings arising from the use of the Goods or Buyer's breach of this Terms are pending.

14. Applicable Law

The present contractual relationship is governed exclusively by the substantive laws of the United States of America, without regard to any conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980 (also known as the Vienna Sales Convention) is hereby expressly and entirely excluded.

This choice of law shall also apply in cases involving international elements, such as cross-border deliveries, transactions involving foreign subsidiaries or affiliates, and any dispute where one of the parties is domiciled outside Switzerland.

15. Venue

To the fullest extent permitted by applicable law, Buyer irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to these Terms or the transactions contemplated hereby. Buyer further agrees to submit to the exclusive jurisdiction of the competent state and federal courts located in the State of New York and expressly waives any objection based on improper venue or forum non convenience. Buyer agrees that any legal action or proceeding against Seller in connection with these Terms shall be brought exclusively in such courts, and that such courts shall have personal jurisdiction over Buyer for such purposes. The parties acknowledge that this clause constitutes a material inducement for entering into this Terms and is a negotiated term.

16. Severability

If any provision of these Terms, or any portion thereof, is or becomes invalid, illegal, or unenforceable under applicable law, such provision shall be deemed severed from this Terms and shall not affect the validity, legality, or enforceability of the remaining provisions, which shall continue in full force and effect. The parties agree that any such invalid, illegal, or unenforceable provision shall be replaced by a valid, legal, and enforceable provision

which comes closest to the original intent and commercial purpose of the invalid provision, as well as to the economic balance originally intended by the parties. In the event of any dispute regarding the replacement provision, both parties undertake to negotiate in good faith to agree upon a legally valid and enforceable substitute provision that reflects, as far as possible, the parties' original intent.

17. No-waiver

Seller's failure or delay to enforce, exercise, or declare a default or breach in connection with any provision of these Terms, or to insist upon strict performance by Buyer of any term or condition herein, shall not be construed as a waiver of any right, remedy, or provision, nor shall it be deemed a waiver of any subsequent breach or default of the same or any other term or condition. Any waiver of a provision, breach, or default shall only be effective if made in writing and signed by an authorized representative of Seller. A waiver of any one provision shall not constitute a waiver of any other provision or of the same provision on a different occasion.

18. Modification

These Terms, including any annexes or referenced documents, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous understandings, representations, warranties or agreements, whether written or oral.

No amendment, modification, or waiver of any provision of these Terms shall be valid or binding unless made in writing and duly signed by authorized representatives of both parties. This requirement shall also apply to any waiver of this written form clause itself.

Oral side agreements or understandings not confirmed in writing shall have no legal effect.

19. Confidentiality

All information exchanged between the parties in the context of an order or performance under this Terms—including, but not limited to, business, financial, technical, commercial, operational, or legal information, product specifications, drawings, processes, test data, software, prototypes, pricing, customer information, and know-how—whether disclosed orally, in writing, electronically or by any other means, shall be considered confidential ("Confidential Information"), unless: (i) the disclosing party has expressly confirmed in writing that the information is not confidential, (ii) the information was already lawfully known to the receiving party prior to disclosure, (iii) the information is or becomes publicly available without breach of this Terms, (iv) the information is lawfully received from a third party who is not under an obligation of confidentiality, (v) the disclosure is required by applicable law, regulation, court order or administrative authority.

The receiving party shall: (i) use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Terms, (ii) not disclose it to any third party without the prior written consent of the disclosing party, (iii) apply the same degree of care it uses for its own confidential information of similar importance, but in no event less than reasonable care, (iv) implement and maintain adequate technical and organizational security measures to protect the Confidential Information from unauthorized access, disclosure, use or loss.

If the receiving party is required to disclose Confidential Information by applicable law or regulation, it shall: (i) inform the disclosing party as far in advance as legally possible, (ii) cooperate with the disclosing party to obtain protective measures, including but not limited to protective orders or redactions, (iii) disclose only that portion of the information which is legally required.

Upon written request of the disclosing party, or upon expiration or termination of this Terms, the receiving party shall: (i) return or securely destroy all Confidential Information, including all copies, notes, summaries or extracts, (ii) confirm in writing such return or destruction, (iii) continue to be bound by the confidentiality obligations for the survival period.

The confidentiality obligations shall survive for a period of three (3) years following the termination or expiration of this Terms, or longer if required by applicable law or the nature of the information (e.g., trade secrets, personal data, export-controlled information). Unless expressly stated otherwise, the disclosure of Confidential Information shall not be construed as granting any license, title, interest or other rights to the receiving party, whether by implication, estoppel or otherwise, under any patent, trademark, copyright or other intellectual property right of the disclosing party.

If a non-disclosure agreement (NDA) exists or is concluded between Seller and Buyer, provisions of this NDA shall take precedence over the provisions of the confidentiality provisions in this Terms.

20. Compliance with Law

Buyer agrees to comply, and to ensure its personnel, affiliates, agents, and subcontractors comply, with all applicable national and international laws, regulations, and industry standards in the performance of this Terms. This includes, but is not limited to: (i) all applicable export control and trade compliance regulations, including those of Switzerland, the European Union, the United States (e.g., EAR, OFAC), and any other relevant jurisdiction, (ii) anti-money laundering (AML) and anti-terrorism financing laws, (iii) anti-corruption and anti-bribery regulations, including the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, and equivalent applicable legislation, (iii) competition and antitrust laws, (iv) laws protecting intellectual property rights and trade secrets, (v) labor, environmental, and health & safety standards, as applicable.

Buyer shall not take any action that would cause Seller or its affiliates to be in violation of any such laws or regulations.

Buyer confirms that it has established and maintains adequate compliance policies and internal controls to detect and prevent violations of the above regulations and shall promptly inform Seller of any known or suspected violations relating to the performance of this Terms.

Upon reasonable request by Seller, Buyer shall provide supporting evidence of such compliance, including relevant certifications, audit reports, or declarations. Seller reserves the right to suspend or terminate any agreement in whole or in part if Buyer is in material breach of this clause, without liability to Seller.

21. Assignment

Buyer shall not assign, delegate, subcontract, or otherwise transfer any of its rights, obligations, claims, or duties under this Terms, whether by contract, operation of law, merger, change of control, or otherwise, without the prior written consent of Seller. Any attempted assignment or transfer without such prior written consent shall be null and void and of no legal effect. Subject to the foregoing, this Terms shall be binding upon and insure to the benefit of the permitted successors and assigns of the parties.

22. Electronic Communication

The parties agree that where these Terms require any notice, consent, approval, request, confirmation, or other communication to be made "in writing," such requirement shall be deemed satisfied by electronic means, including but not limited to email or other commonly accepted forms of digital communication. Electronic communications shall be deemed received on the business day on which they are delivered to the receiving party's designated system, or if delivered outside business hours, on the next business day. This section shall not limit the parties' right to request additional written documents in paper form, where legally required (e.g., for regulatory, compliance, tax or audit purposes), or where otherwise expressly agreed.