

Date
01.2021

General Terms and Conditions

1. General

- 1.1 Unless otherwise agreed to in writing by Jenny Science AG, the terms and conditions provided for herein shall prevail in the event of any conflict between these terms and any differing terms submitted by the buyer in connection with any order.
- 1.2 The silence from Jenny Science AG on any other terms and conditions shall not be construed as acceptance, acknowledgment, or agreement of any such provision. Provisions inconsistent with or rejecting any of the conditions shall only be valid, if Jenny Science AG expressly agrees in writing.
- 1.3 These terms and conditions shall be the case regardless of whether or not the contract relates to the supply of goods, the provision of services, the creation of a work or any combination thereof.
- 1.4 These General Terms and Conditions shall be implicitly accepted of both customers and suppliers.

2. Quotes

If Jenny Science AG makes a quote for the supply of goods, the quote shall be valid for a period of two months from the date thereof. Offers can be subject to prior sale.

3. Contract Conclusion

- 3.1 Only written orders are binding.
- 3.2 Jenny Science AG will confirm all orders in writing within two weeks after receipt of the order, unless otherwise agreed.

- 3.3 Jenny Science AG defines the manner and the dispatch of order confirmations.

- 3.4 Other conditions set by the buyer are only then legally binding when preliminarily and expressly accepted in writing by Jenny Science AG.

4. Prices

- 4.1 Unless otherwise agreed, all prices are net and are valid ex works, excluding packaging and shipment costs according to FCA Rain, Incoterms® 2020.

- 4.2 The price quoted is exclusive of any applicable Value Added Tax (VAT) or other governmental imposts, for which the buyer shall be additionally liable to Jenny Science AG.

- 4.3 Additional expenses incurred as a result of the buyer's request for alterations, shall be charged to the buyer. This will also apply if Jenny Science AG agrees to those amendments.

- 4.4 If costs and conditions, upon which agreed prices are based on, are subject to change including variations in exchange rates, or increase/imposition of any tax, duty or other levy, in the period between the quote and the agreed delivery date, Jenny Science AG has the right to amend prices and conditions accordingly.

- 4.5 Jenny Science AG has the right at any time to modify and revise prices.

5. Cancellation and Redemption

- 5.1 A cancellation of a placed order or redemption of ordered and delivered goods, is only permitted by the explicit approval from Jenny Science AG and by charging the buyer the incurred costs.
- 5.2 The goods have to be sent back in the original packaging.
- 5.3 On principle, software cannot be returned.

6. Payments

- 6.1 Unless otherwise agreed with Jenny Science AG, payments become due immediately after receipt and shall in full be made by the customer within thirty days after invoice date, without deduction of a cash discount or any other discounts. All bank charges and commissions will be for the account of the buyer.
- 6.2 Payments have to be transferred to one of the accounts listed on the invoice. Payment shall only be regarded as being received when the amount due has been credited to one of these accounts and Jenny Science AG has beneficial use of the payment.
- 6.3 Should the buyer delay any payment due, the buyer shall be deemed in default without special warning and Jenny Science AG shall have the right to charge interest on the overdue amount of 8% p.a. beginning the 31st day after the invoice date.
- 6.4 Should the buyer get in default with payments, Jenny Science AG reserves the right to retain goods not yet delivered.
- 6.5 Jenny Science AG reserves the right to change payment conditions at any time.

7. Assignment of Claims

- 7.1 The party in contract with Jenny Science AG may not assign his or her claims to third parties without the prior written consent of Jenny Science AG.

8. Conditions on loans

- 8.1 If Jenny Science AG provides items as test systems or for demonstration purposes to a buyer on a loan basis, the individual determined written conditions set by Jenny Science AG shall be applicable.
- 8.2 Jenny Science AG determines in its sole discretion whether items comply with the requirements for a provision on a loan basis or not.
- 8.3 If loaned goods show wear, damage, errors or parts that are missing, after they were returned, the cost for the maintenance will be borne by the buyer.
- 8.4 If the loaned goods are not returned after expiry of the loan period, Jenny Science AG reserves the right to invoice the value of the goods to the buyer.
- 8.5 Jenny Science AG retains title of ownership to the delivered items until full receipt of the purchase price.
- 8.6 Jenny Science AG reserves the right to adjust the condition on loans at any time without notice.

9. Reservation of Ownership

At any time, Jenny Science AG retains title of ownership of the delivered merchandise until the full receipt of payments arising from the business relationship. The buyer shall maintain the reserved goods at its cost for the duration of the reservation of ownership and shall insure the said goods against theft, breakage, fire, water and other risks in our favor. Further, the buyer shall also implement all measures necessary to ensure that the title ownership of Jenny Science AG is neither impaired nor removed.

10. Freight and Packaging

- 10.1 The goods will be packed in accordance with Jenny Science AG's customary

standard of packaging, and will be for the buyer's account.

10.2 The buyer is to bear the costs for transport insurance.

10.3 Jenny Science AG shall be entitled to contribute to the choice of the transport company.

11. Conditions of delivery

11.1 Conditions of delivery are in accordance to FCA Rain, Incoterms® 2020. The delivery period on the quote shall be treated as approximate dates only. Relevant is only the delivery date on the order confirmation, exclusive the time of transport.

11.2 Delivery times vary according to the shipping method and to the chosen freight forwarder and won't be guaranteed nor influenced by Jenny Science AG.

11.3 The delivery deadline shall be fulfilled when the delivery item has left Jenny Science AG's facility before its expiration or when the items have been reported to the buyer as being ready for dispatch.

11.4 If a delivery includes conventional software programs as well as associated documentation, the terms for delivery and license of the corresponding sub-contractor shall be relevant.

11.5 The delivery period shall be appropriately extended:

- If the information required by Jenny Science AG for performance of the contract is not received in time, or if the buyer requests subsequent modifications and thereby causes a delay in deliveries or performance.
- If obstacles occur, which Jenny Science AG was powerless to avert despite exercising all due care, regardless of whether they affect Jenny Science AG or the buyer or a third party. Examples of such impediments are: official actions or omissions, revolutions, riots, mobilization,

war, labor conflicts, lockouts, strikes, accidents or operational breakdowns, epidemics, natural catastrophes, terrorism. In those cases, the contract parties allow a corresponding adjustment of the contract

- If the buyer or a third party is behind schedule with work they have to execute, or with the performance of its contractual obligations, or if the buyer fails to observe the terms of payment.

11.6 The agreed upon delivery deadlines shall be extended by the duration of the hindrance including an appropriate startup period at the maximum of three months.

11.7 Further claims by the buyer shall be applicable only in case of gross negligence and willful misconduct.

11.8 Any delay of the supplies does not entitle the customer to any rights and claims other than those expressly named.

12. Warranty

12.1 Unless otherwise expressly agreed upon in writing, the warranty is 24 months. The warranty period shall begin with the shipment ex works of Jenny Science AG.

12.2 When duly notified any defects, Jenny Science AG shall as soon as possible correct the defect (improvement) or deliver a defect free item (subsequent delivery). The buyer shall grant Jenny Science AG the hereof necessary time and opportunity.

12.3 If parts are replaced, the defective and replaced parts shall pass into ownership of Jenny Science AG.

12.4 If the shipment of the products is delayed for reasons Jenny Science AG is not accountable for, then the warranty period ends in any event no later than 24 months after notification of readiness for dispatch.

12.5 The warranty period shall expire prematurely if the buyer or a third party makes improper changes or repairs. These

- components have to be sent back upon request. The costs associated with the installation, removal, reinstallation and any other resulting and associated consequences shall be borne by the buyer.
- 12.6 The warranty period shall also expire prematurely if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage or fails to grant Jenny Science AG opportunity and appropriate time to carry out all work which Jenny Science AG may deem necessary.
- 12.7 No warranty right shall exist for damage in the following cases: Damages that are not a verifiable result of bad material, deficient construction, faulty execution, natural wear and tear, incorrect maintenance, disregard of operating instructions, excessive operational demand, unsuitable operating resources, chemical, electrochemical or electrical influences, defective construction work or unsuitable building site not executed by Jenny Science AG, or other reasons for which the Jenny Science AG is not responsible for.
- 12.8 The precondition of the warranty of defective software programs is that the damage or defect is reproducible in the unchanged original version of the software and has been documented carefully and in detail. The expense of recovering lost or erroneous data or data mediums shall not be covered by the warranty.
- 12.9 Principally Jenny Science AG is entitled to evaluate which performances shall be subject to warranty and which are not.
- 12.10 Deficiencies of any kind in supplies or services shall not entitle the buyer to any rights and claims other than those expressly stipulated in this clause 12.
- 13. Repairs**
- 13.1 Following versions for repairs shall be applicable:
- - A repair as a token of goodwill at no costs;
 - A repair on the basis of a binding cost estimate. Jenny Science AG is entitled to charge a flat rate per item for analysis and cost estimate. These costs are borne by the buyer even if decided that the item should not be repaired. If the device is repaired, the actual costs, but at least the cost estimate, are borne by the buyer.
- 13.2 Upon request of the buyer, a repair can be completed without cost estimate. The defective item will be repaired as soon as possible and the buyer shall bear the actual repair costs.
- 13.3 Jenny Science AG grants a warranty of one year from the date of the repair on parts that were replaced used during the repair.
- 13.4 Packaging and transport shall be carried by the buyer.
- 13.5 Jenny Science reserves the right to charge the buyer with packaging and transport costs for repairs completed in warranty or in goodwill.
- 14. Further Liability**
- 14.1 Any claims by the buyer other than those expressly named in these General Terms and Conditions, regardless of the legal basis on which they are made, especially all claims for compensation for damages, abatement and cancellation of the contract or withdrawal from the contract, are excluded.
- 14.2 In no circumstances shall the buyer be entitled to claim compensation for damage not resulting from the delivered items themselves such as, specifically, loss of production, loss of use, loss of orders, loss of profit and any other indirect or direct

damages, unless otherwise required by mandatory law.

15. Passing of Risk and Benefit

- 15.1 Risk and benefit shall be passing to the buyer when the goods leave the works.
- 15.2 If the delivery is delayed at the customer's request or for other reasons not attributable to Jenny Science AG, the risk is passed over to the purchaser at the original planned point in time of the original ex-works delivery time. From this point in time the supplies shall be stored and insured at the customer's expense and risk. This shall also apply in those cases in which consignments are supplied in part-deliveries, the buyer defaults in accepting delivery or Jenny Science AG has agreed to provide additional services (e.g. dispatch of installation).

16. Inspection and Approval

- 16.1 The items to be supplied are inspected to standard of Jenny Science AG before deliver.
- 16.2 Additional tests required by the buyer shall be agreed upon and shall be charged to the buyer.
- 16.3 The performance of an acceptance test and the determination of the relevant conditions thereof shall require an expressly written agreement.
- 16.4 The purchaser shall test the delivery items within a period of fourteen days and shall immediately report defects, missing components, wrong quantities etc. to Jenny Science AG. If no complaint is brought to notice as specified above, the consignment shall be considered as having been accepted - under reserve of no hidden defects.

17. Compliance with Applicable Export Law

- 17.1 Jenny Science AG's obligation to fulfill the contract is subject to the provision that the fulfillment is not prevented by any impediments arising out of national or international trade legislation, particularly export control regulations or by any embargos or any other sanctions.
- 17.2 In case the buyer transfers or resells either the goods delivered (hardware and/or software and/or technology as well as related documents, irrespective of the character of the provision), or the completed performances and/or services by Jenny Science AG (including technical support of all forms) to national and international third parties, the buyer shall comply with all legal regulations and official requirements as well as all other applicable laws, in particular export provisions and the law of the country in which the buyer will do business. In any case, the buyer has to comply with the export control regulations from Switzerland, the European Union and the United States of America.
- 17.3 The buyer shall indemnify and hold harmless Jenny Science AG from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the buyer, and the buyer shall compensate Jenny Science AG for all losses and expenses resulting thereof.

18. Set-Up

- 18.1 Unless otherwise agreed, the set-up of the Jenny Science AG delivered items as well as related costs are to be borne by the buyer.
- 18.2 Upon the buyer's request, Jenny Science AG offers technical assistance and expertise, which can be charged to the buyer. The costs depend on the efforts and are evaluated at the sole discretion of Jenny Science AG.

19. Brochures and Technical Documents

Brochures, catalogues and technical documents physical and in digital form (e.g. details posted on the internet or via e-mail) are non-binding unless expressly agreed.

20. Disclosure of Business Relations, Data and Information

- 20.1 The buyer agrees that all for the professional relation necessary or resulting information and data, particularly contractual documentation and literature as well as all for the execution of the contractual obligations necessary data and information about the buyer and supporting third parties can be stored outside of Switzerland.
- 20.2 As part of the process of administering your performance, meeting legal requirements or for Jenny Science AG internal legal and/or surveillance authorities these data and information shall also be disclosed to Jenny Science AG as well as other companies of the Jenny Science AG group; while complying with the applicable privacy laws.

21. Severability Clause

- 21.1 If any clauses in these General Terms and Conditions are ineffective in whole or in part, this shall not affect the validity of the remaining clauses or the remaining parts of such clauses.
- 21.2 The void provision shall be replaced or the unintended omission in the contract shall be filled retroactively by the effective and viable regulation that comes closest to the financial and legal aims that the parties wanted or would have wanted in accordance with the spirit and purpose of this contract if they had considered this point when the contract was agreed.
- 21.3 If the invalidity of a provision is due to a measure of performance or time (notice

period or deadline) therein, the legally permitted measure most closely approximating to the provision, shall replace the provision originally agreed on.

22. Compliance

The buyer shall be obligated, to comply with all relevant laws of the applicable legal system(s) and shall not actively or passively, directly or indirectly commit acts or omissions, which particularly lead to criminal offence because of corruptibility, bribery, fraud, breach of trust, infringements of competition law or criminal insolvency offences. In the event of an infringement by the buyer, Jenny Science AG is entitled to an immediate withdrawal or termination right of all with the buyer existing contracts. Jenny Science AG is also entitled to terminate the business relation with the right to be compensated for damages.

23. Applicable Law

The legal relationship shall be subject to Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11th April 1980.

24. Jurisdiction

Place of jurisdiction for the buyer and for Jenny Science AG shall be district court of Hochdorf, Switzerland. Jenny Science AG shall also be entitled to take legal actions against the buyer at the latter's place of domicile.

25. Modifications on General Terms and Conditions

Jenny Science AG reserves the right to modify the General Terms and Conditions at any time.