

# GENERAL TERMS OF SUPPLY

Any relationship and/or contract between **Asyrl SA** (« **Asyrl** ») and the client (the « **Purchaser** ») related to the design, implementation, supply and sale of Asyrl products (the « **Products** ») shall be governed solely by these General Terms of Supply.

## 1. General

- 1.1. These terms and conditions are in force and effect with the reception by Asyrl of the official purchase order from the Purchaser.
- 1.2. Any agreements and legally relevant declarations of the contract parties will not be binding until they are concluded in writing. Declarations in text form transmitted or stored by means of electronic media are treated as equal to the written form.
- 1.3. The Purchaser is not authorized to transfer his legally binding right related to the contract to third parties without the written consent of Asyrl.

## 2. Offer – Order Confirmation

- 2.1. Offers sent to the Purchaser have a period of validity of one (1) month, unless expressly otherwise specified.
- 2.2. The deliveries and services to be executed by Asyrl are finally stated in the Order Confirmation and in possible annexes.

## 3. Special and customized Products

- 3.1. Asyrl reserves the right to make changes in the Products, not least in the interest of the Purchaser, that will bring about improvements. Any price increases or changes of delivery schedule shall be agreed between Asyrl and the Purchaser.
- 3.2. Any requests by the Purchaser for changes and/or additions to the design of the Products subsequent to the signature of the contract shall be set forth in writing. Asyrl reserves the right to either accept or turn down the Purchaser's request upon checking out the feasibility of such changes and/or additions. The costs and changes required in order to implement such changes shall be borne solely by the purchaser. In any event, Asyrl shall not feel obliged to implement Purchaser's requests until both parties have reached an understanding in writing regarding the consequences and the impact the said changes and/or additions will have on the delivery schedule and on the costs.

## 4. Risk sharing

- 4.1. The Purchaser shall bear all the risk of inefficiency or total or partial lack of qualities of the Products whenever he directly or indirectly specified outside suppliers, materials, accessories, elements or parts of any kind to be used and/or integrated into the Products.

## 5. Price

- 5.1. The price of the Products set forth by Asyrl in the Order Confirmation is binding and except in the event of special covenants concerning the applicable INCOTERMS 2020 clause, all prices shall be deemed FCA Villaz-St-Pierre (Switzerland). Packing and ancillary costs of any kind are not included. VAT (Value Added Tax) must be added at the rate provided by law.
- 5.2. The Purchaser must defray the costs for packing, customs duties, fees and taxes of any kind and charges of any kind owed in connection with the contract and owed outside of the country of production.
- 5.3. Unless otherwise agreed and specified in the Order Confirmation, all costs relating to letters of credit, bank guarantees, collection, presentation of documents, stamps on letters of exchange and other similar charges shall be borne by the Purchaser.
- 5.4. Handling fees might apply for small amount orders or special delivery requests. Handling fees, if applicable, will be specified in the Order Confirmation.

## 6. Payment terms

- 6.1. Unless otherwise agreed in writing, the price must be paid by the Purchaser without any deduction, net 30 days, at the head office of Asyrl, or at the Asyrl's subsidiaries offices, in the currency that is legal tender thereat.
- 6.2. In the event of partial shipments, partial payments will be required consistent with the portion of goods ready/available for shipment.

- 6.3. If the Purchaser does not observe the agreed payment deadlines, he must pay a rate of interest lying 4% over the 3-months CHF LIBOR compound rate, as from the agreed due date, without reminder. The right for further indemnification claims will be reserved.
- 6.4. The Purchaser shall be bound to full payment of the amount relating to the changes and/or additions referred to in Art. 3.2.

## 7. Retention of Title of Ownership

- 7.1. Asyrl shall keep ownership of the Products until full payment of all collectable claims deriving from the Contract entered into with the Purchaser. The Purchaser undertakes to issue upon request a document evidencing the right to retention of the title of ownership and to hand it to Asyrl. In the event of failure to pay the agreed price or part thereof, Asyrl shall be entitled to demand the restitution of the Products already in the Purchaser's possession.
- 7.2. During the duration of the retention of title of ownership, the purchaser will maintain the delivered goods in good order at his own expense and will insure them against theft, defects, fire, water and other risks on behalf of Asyrl. Moreover, he will take all measures to protect Asyrl's right of ownership from any impairment or cancellation.

## 8. Passage of risks

- 8.1. The passage of Products risks shall be determined by the Parties in the Order Confirmation. In the absence of a written understanding and unless there is a specific agreement regarding the applicable INCOTERMS 2020 clause, the risks of natural and/or accidental deterioration and of damage caused to or by the Products shall devolve upon the Purchaser at the time when Asyrl advises that the Products are held available for the Purchaser (FCA Villaz-St-Pierre (Switzerland) – INCOTERMS 2020). The same applies for partial deliveries and when deliveries are delayed at the request of the Purchaser or for other reasons not attributable to Asyrl.
- 8.2. Loss or deterioration of the Products that may have occurred subsequent to the passage of risks to the Purchaser shall not relieve the later from the payment of the purchase price.
- 8.3. As the risks devolve upon the Purchaser, the later becomes the custodian of the Products. The Purchaser shall then be liable for any damages that may arise from or be caused by the Products to himself or to others.

## 9. Delivery Terms

- 9.1. The delivery schedule shall be set forth by the parties in the Order Confirmation. In the absence of a written understanding and unless there is a specific agreement regarding the applicable INCOTERMS 2020 clause, the delivery deadline shall be deemed met at the time when Asyrl advises that the Products are held available to the Purchaser (FCA Villaz-St-Pierre (Switzerland) – INCOTERMS 2020).
- 9.2. Compliance with the delivery schedule presupposes that all the commercial, administrative and technical aspects have been defined and agreed by and between the parties and that the Purchaser has complied with the obligations he is bound to, among them the production of the required administrative, commercial and technical documentation, permits and the payment of whatever is owed or the issuance of a payment guarantee consistent with the contractual provisions.
- 9.3. Asyrl is bound to respect the delivery term only on the condition that the Purchaser has met all his obligations in all ongoing contracts with Asyrl. If the Purchaser is late in meeting his obligations, the term of delivery will be prolonged accordingly.
- 9.4. If shipment or production suffers a delay attributable to the Purchaser or if the Purchaser fails to pick up the Products within no later than 15 days from the date of the notice given pursuant Art. 9.1., the Purchaser will be charged for the costs of warehousing.

- 9.5. The term of delivery will extend accordingly if adverse circumstances occur which cannot be avoided by Asyril despite reasonable care, irrespective of whether such circumstances occur on the part of himself, of the Purchaser or of a third party, e.g. such circumstances may be epidemics, pandemics, mobilization, war, riots, substantial equipment failures, accidents, labor conflicts, delayed or defective delivery of the needed raw materials, semi-finished or finished products, official measures or omissions, Acts of Gods, and the prohibition of export, re-export, import, re-import or transit or an embargo imposed by political authority.
- 9.6. In case the destination of the Products is outside Switzerland, the Purchaser shall inform Asyril of any kind of regulations and standards applicable in this country. If the Purchaser fails to inform Asyril, he shall bear the costs of any work required to adjust to the requested regulations/standards.

## 10. Delivery Acceptance

- 10.1. The Purchaser is obliged to inspect the deliveries and services within 10 days after their receipt and inform Asyril immediately in writing about any defects. If he fails to do so, the deliveries and services are regarded as accepted.

## 11. Warranty

- 11.1. The warranty covers twelve (12) months and shall run from the date the Products are shipped from Asyril's premises (FCA-INCOTERMS 2020), unless expressly otherwise specified.
- 11.2. For supplies and services from third parties, inclusive of any mandated by the Purchaser, Asyril shall be liable only within the limits, timeframes and consistent with the warranty terms of the third parties suppliers or sub-contractors.
- 11.3. For parts replaced or repaired, the warranty shall run for six (6) months from the replacement or the completion of the repair, unless the original warranty covers a longer residual period.
- 11.4. Parts suffering wear and tear shall form an exception and are not guaranteed unless otherwise specified in the Order Confirmation.
- 11.5. Barring any additional claims, until the end of the warranty period and if the claim turns to be justified, Asyril undertakes to repair or replace at its own discretion, the supplied components found to be defective or unusable because of demonstrable defects in materials, in construction or in performance. The Purchaser must allow Asyril the time needed to do all the work it deems appropriate and aimed at eliminating the defects, failing which Asyril shall not be liable for the resulting consequences. In urgent cases that present a safety risk and in order to prevent very serious damages, the Purchaser may himself eliminate the defects upon prior notice to and written consent of Asyril.
- 11.6. Any works required under the warranty obligations shall in principle be carried out at Asyril's premises, after the Purchaser has returned to the head office of Asyril, or to the Asyril's subsidiaries offices, at the Purchaser's expense, the defective Products or parts. The Products shall be returned, whenever possible, in the original package or if not possible in an equivalent package that guarantees a good protection of the Products. The warranty does not cover travel, accommodation and subsistence expenses in case the repairs cannot be carried out at Asyril's premises. Repairs or replacements made under the terms of the warranty shall not extend the warranty period of the Product.
- 11.7. The warranty will expire ahead of schedule if the Purchaser or a third party makes an incorrect use of the Products and/or in the case of improper modifications or repairs or if the Purchaser does not immediately take all measures suitable to minimize the damages.
- 11.8. In the event of loss of or damage to data and/or data storage media, warranty does not extend to expenditure relating to the restoration of lost data.

## 12. Exclusion of further liabilities

- 12.1. Any kinds of infringements of the contract and their legal consequences as well as any claims of the Purchaser are finally stipulated in these conditions, irrespective of the legal basis for such claims. Especially any claims for indemnification, price reduction, cancellation of the contract or withdrawal from the contract are excluded. The Purchaser is under no circumstances entitled to claim for compensation for damages which did not occur on the

delivery item itself, especially for loss of production, loss of use, loss of orders, loss of profit and other direct or indirect damages.

## 13. Drawings, technical documentation & complementary softwares

- 13.1. All Asyril's drawings, technical documentation, illustrations, indications of weights and measurements shall be purely indicative unless specifically defined as being an integral part of the contract.
- 13.2. ASYRIL may hand over plans and documents of the Purchaser to its subcontractors confidentially and as a loan enable them to execute the work assigned by ASYRIL for the fulfilment of the Purchaser's order.
- 13.3. The Purchaser shall not transfer any data, photos, documents, files, drawings, etc. to third parties which would enable them to copy parts, subassemblies, modules or an entire ASYRIL product. If there could be such a risk, the Purchaser will not allow any third parties to see the Product, to take pictures, video, etc.
- 13.4. The Purchaser may use the complementary softwares, know-how and documentation for the purpose for which they were made available to him, but not disclose or make them available to others, nor copy or reproduce them. Any software extension or alteration by the Purchaser requires ASYRIL's prior approval in writing.

## 14. Intellectual Property, Trademarks and Patents

- 14.1. Any results achieved during the course of design, development, and/or maintenance of the Products, even when done with means, tools, drawings and designs provided by the Purchaser, are and shall remain the sole property of Asyril which shall have exclusive ownership of any paternity and property rights.
- 14.2. The Purchaser is not entitled to use and/or cause others to use the trademarks, patents, trade names or other distinctive marks of Asyril as part of its corporate name or as part of the name of any product of the Purchaser. The Purchaser undertakes not to deposit nor cause to be deposited in the country where they have their registered offices or elsewhere any trademarks, patents, trade names or other distinctive signs similar to or lending themselves to be mistaken for those of Asyril. The Purchaser shall not remove or alter the Products' copyright notices, trademarks and logos.
- 14.3. The design, information and technical documentation relating to the scope of supply and delivered by Asyril shall remain Asyril's sole property and cannot be duplicated and/or copied, without the written consent of Asyril.

## 15. Products licenses

- 15.1. Products are covered by license agreements. Terms are specified in Products documentation available within Products delivered. The use of Products for other purposes or outside the license agreement scope is prohibited without the previous written consent of Asyril.

## 16. Environmental and operational Safety

- 16.1. The Purchaser undertakes to follow the instructions for use and the safety instructions supplied with the Product, and to train his own personnel adequately so that the safe and ecological operation of the Product is constantly guaranteed. Technical modifications on the product may be carried out only upon the written consent of ASYRIL.
- 16.2. Any kinds of infringements of Art. 16.1 and their legal and financial claims from purchaser or a third party are excluded.

## 17. Place of Jurisdiction and Applicable Law

- 17.1. For all the relations between Asyril and the Purchaser regarding the contract as well as the performances, design, amendments and effects thereof, only the Swiss Code of Obligations shall apply.
- 17.2. The sole place of jurisdiction is Fribourg/Switzerland.



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