

GENERAL TERMS AND CONDITIONS

Definitions

1. "Agreement" means this contract and any attached amendments, schedules, or exhibits.
2. "Seller" is defined as Imperix Ltd, a company registered under number CHE-316.869.011, with offices at Rte des Ronquos 23, 1950 Sion, Switzerland.
3. "Buyer" means any entity, organization, or individual that enters into this Agreement with the intent to purchase, procure, or Goods from the Seller. The term Buyer includes its successors, assigns, and authorized representatives.
4. "Goods" means products, materials, computer software licenses, documentation, or services delivered to the Buyer and subject to the Agreement.
5. "Time of Delivery" is defined as the time when Goods are considered delivered. Goods with a quoted delivery fee are considered to be delivered to the Buyer when so notified by the delivery carrier. Goods sold under EXW incoterms are considered delivered when picked up from the Seller's premises.

Formation of Agreement

6. The Agreement applies to the purchase of Goods by the Buyer from the Seller.
7. The Agreement will be deemed to have been accepted when the Buyer accepts them or produces a purchase order associated with a quotation produced by the Seller, or from the Time of Delivery, whichever happens first
8. In addition to this Agreement, any purchases from authorized distributors of the Seller shall comply with their corresponding distributor agreement.
9. Any order from the Buyer is accepted at the discretion of the Seller.
10. The validity of this Agreement is perpetual.
11. The Agreement supersedes any contract terms outlined by the Buyer, such as in their purchase order, with the following exceptions: the law, and explicit consent in writing from authorized Seller representatives.

12. Any alteration of the present Agreement must be done in writing and signed by both the Seller and the Buyer to be valid.

13. No waiver by the Seller of any breach of the Agreement by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

Description of Goods

14. The technical description of the Goods is set out in the technical documentation unless expressly changed in the Seller's quotation. The technical definition of the Goods may not be altered by the Buyer using any other form of communication.

15. The detailed technical specifications of the Goods are subject to alteration without notice and are not a contractual offer that is capable of acceptance. In particular, the Seller can make any change to the technical specifications that are required to conform to any applicable safety or other statutory or regulatory requirements.

16. The Seller is entitled to make changes in or to the supplied list of Goods, which leads to improvements, provided such changes do not result in a price increase for the Buyer. The Seller is under no obligation to adapt the products which have already been manufactured.

17. The Seller is entitled to discontinue the future sale of their products at their discretion.

Price

18. Unless otherwise noted in the quotation or agreed to in writing, the price of the Goods shall be understood net in Swiss Francs (CHF), without any deductions whatsoever.

19. Unless otherwise noted in the quotation or agreed to in writing, the price of the Goods shall be understood as exclusive of packaging and delivery fees.

20. Any and all additional costs, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import, and other permits, as well as for certifications, shall be borne by the Buyer. The Buyer shall also bear any and all taxes, fees, customs duties, and the

like which are levied out of or in connection with the Agreement, or shall refund them if the Seller provides adequate evidence that it has already paid them.

21. If the quotation is provided in any other currency than CHF, EUR, USD, SGD, or KRW, the cost of the currency exchange is borne by the Buyer.

22. Any pricing information found online is for informational use only and is not binding. It is subject to change.

Payment terms

23. Unless otherwise agreed to in writing, full payment of the price is due within 30 days net after the Invoice has been communicated to the Buyer.

24. Payment of the price shall be made by the Buyer onto the Seller's bank account according to the agreed terms of payment, without any deductions in particular of cash discounts, expenses, taxes, fees (e.g. currency conversion fees), levies, duties, etc

25. Credit card payment is possible only at the Seller's discretion.

26. If the Buyer, for any reason, is in delay with any payment, or if the Seller is concerned that it will not receive payments in due time, the Seller is entitled to halt further work and the shipment of ready equipment until new terms of payment and delivery have been agreed. The Seller is also entitled to demand satisfactory securities ensuring future payment. If an agreement cannot be reached, The Seller is entitled to terminate the Agreement and claim damages.

27. If the Buyer delays in the agreed terms of payment, the Buyer shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate of eight (8) percent per annum. The right to claim for any further damages is reserved.

Delivery

28. Unless agreed to in writing or specified otherwise in the quotation, delivery is made ex-works (EXW) at the Seller's premises (Incoterms 2010).

29. Unless otherwise agreed, all shipping costs are borne by the Buyer.

30. Regardless of the payment terms described in the quotation, the quotation is presumed to be EXW if shipping fees are absent.

31. Any dates quoted by the Seller for the Time of Delivery are approximate and provided on a best-effort basis only.

32. The quoted Time of Delivery shall be as agreed between the parties. Compliance with the quoted Time of Delivery is conditional upon the Buyer fulfilling their contractual obligations, notably but not limited to any payment required prior to delivery.

33. In the event that a delay in Time of Delivery is caused by the inability of the Buyer to be able to accept delivery of the Goods, the Buyer will be charged an extra fee of eight (8) percent per annum until the final Time of Delivery.

34. The Seller will not be liable for loss or damage due to non-delivery or delay in Time of Delivery in the event of a breakdown in the works, accidents, labor conflicts, late or deficient delivery by subcontractors in particular of raw materials, semi-finished or finished products, the need to scrap important work pieces, official actions or omissions by any state authorities or public bodies (e.g. export control requirements) and any other event, whether of a similar or dissimilar nature, beyond the reasonable control of the Seller

35. The Buyer must inspect the Goods at the Time of Delivery. If the Buyer identifies any damages or shortages, the Buyer must inform the carrier in writing at the Time of Delivery.

36. The Seller will be under no liability or further obligation in relation to the Goods if, for example, but not limited to:

- the Buyer fails to provide notice as set above; and/or
- the Buyer makes any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
- the defect arises because the Buyer did not follow oral or written instructions about the storage, commissioning, installation, use, and maintenance of the Goods; and/or
- the defect arises from misuse or alteration of the Goods, negligence, wilful damage, or any other act by the Buyer, its employees or agents, or any third parties.

37. If delivery is refused, the Seller is entitled to claim damages from the Buyer.

38. Order modifications at the request of the Buyer are possible only at the Seller's discretion.

Warranty

39. All physical Goods provided to the Buyer are covered by a limited warranty period of twenty-four (24) months. The warranty period starts at the Time of Delivery or 45

days after the date of the final invoice, whichever comes first.

40. If the defects are of such importance that they cannot be remedied within a reasonable time and the use of the equipment is meanwhile considerably impaired, the Buyer shall be entitled to refuse acceptance of the defective equipment. If partial acceptance is not economically justifiable for the Buyer, the Buyer shall be entitled to terminate the Agreement and the Seller shall only be liable for reimbursing the money received for the parts affected by the termination.

41. If the Buyer gives written notice of a defect, the Seller shall either repair the defective part or replace it as quickly as possible, provided that the part was proven to be defective during the warranty period and that the defect is due to bad material, faulty design or poor workmanship

42. Return shipping costs are the responsibility of the Buyer. Returned Goods shall become the Seller's property.

43. The risk of damage to the Goods during return shipping is borne by the Buyer.

44. The Seller shall bear the costs of remedying the defective Goods still under warranty. Costs of failure analysis, if any, shall be borne by the Buyer.

45. The Buyer shall bear all costs of remedying defective Goods not under warranty. The Seller reserves the right to refuse to perform a repair outside of warranty.

46. The Buyer may purchase a warranty extension at the Seller's discretion.

47. All deficiencies that cannot be proved to have their origin in bad material, faulty design, or poor workmanship are excluded from the warranty and liability for defects. This notably includes:

- damages to the power switches such as IGBTs, MOS-FETs, diodes, etc.
- damages resulting from normal wear, misuse, improper maintenance, excessive thermal loading, moisture, influence of chemical or electrolytic action, and performance of any system for which the equipment is designed or in which the equipment is installed, or resulting from any other reason beyond the Seller's reasonable control.

48. The warranty period shall expire immediately if:

- the Buyer or any third party undertakes inappropriate modifications or repairs to the Goods; and/or

- the Buyer, in the event of a defect, does not immediately take all appropriate steps to mitigate the damage and give the Seller the chance to remedy such defect; and/or
- the Goods are misused electrically or mechanically.

49. In the event the Goods are repaired under warranty, the repair remains under warranty for a further 6 months or the existing warranty period, whichever is longer.

Limited Liability

50. The Seller makes no warranty expressed or implied regarding the fitness of the Goods for a particular purpose or that the Goods will be suitable or appropriate for specific requirements.

51. The Seller will not be liable (whether caused by its employees, agents or otherwise) in connection with the Goods for, but not limited to:

- any indirect, special or consequential loss, damage, costs, or expenses; and/or
- any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
- any losses caused directly or indirectly by any failure or breach by the Buyer in relation to the Buyer's obligations; and/or
- any loss relating to the choice of the Goods and how they will meet the Buyer's purpose or the use by the Buyer of the Goods supplied.

52. The Seller's total liability will not, in any circumstances, exceed the total amount of the original purchase made by the Buyer.

Force Majeure

53. Neither the Seller nor the Buyer shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party and where that party has taken any and all appropriate action to mitigate such an event.

54. The Seller undertakes to inform the Buyer immediately of any force majeure event. If any force majeure event continues for an unbroken period of 30 days, the Seller is entitled to terminate the Agreement by providing written notice. Any portion of Goods delivered and accepted before the break of the Agreement must still be paid for.

Proprietary Rights

55. The title to the Goods will not pass to the Buyer until the price has been paid in full. The Buyer is responsible for treating the Goods with due care. The Buyer is responsible for any loss of value of the Goods even when it is not their fault.

56. The Buyer may not mortgage the Goods or use them as securities until the title to the Goods is passed onto the Buyer.

57. The Buyer must inform the Seller immediately should third parties gain access to the Goods while the Seller holds the title.

Licensing

58. In addition to this Agreement, the software conditions are outlined in the Seller's software terms and agreement. By using the Seller's software, the Buyer agrees to the terms outlined in the software terms and agreement.

Intellectual property

59. The Seller warrants that, to the best of its knowledge, all Goods within its line of products are delivered free from patent infringement when used for normal purposes. When otherwise used or when the Goods are manufactured following the Buyer's designs or specifications, the Seller assumes no liability for actual or alleged patent infringement and the Buyer shall hold the Seller harmless from any and all claims, suits, damages, or expenses by reason thereof.

60. All intellectual property rights whose ownership can be claimed by the Seller remain the sole property of the Seller.

Data protection

61. When providing the Goods to the Buyer, Imperix may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Buyer.

62. The parties agree that where such processing of personal data takes place, the Buyer shall be 'data controller' and Imperix shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

63. Imperix shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with the Buyer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.

64. Imperix shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

65. Imperix shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Seller on behalf of the Buyer. For any enquiries or complaints regarding data privacy, the Buyer can contact the Data Protection Officer at Imperix using the [online contact form on imperix.com](https://www.imperix.com).

Export

66. The Seller is exclusively responsible for the customs classification of its own products. The Seller is not liable for the export of third-party products.

67. It is the sole responsibility of the Buyer to determine and uphold any application, transfer, and export laws and regulations regarding the use and sales of third-party products incorporating the Goods.

68. Placing an order with the Seller means that the Buyer assumes the responsibility that the Goods conform to all applicable laws in their country.

Court of Jurisdiction

69. This Agreement shall be governed by and interpreted according to Swiss law and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of courts in Sion, Switzerland.

70. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Seller's intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.