General terms and conditions of supply

1. General

1.1 A contract shall be deemed to be concluded between Komax (hereinafter called ("Komax") and the party placing the order (hereinafter called "Customer") upon receipt by the Customer of Komax's written confirmation in which the latter states its acceptance of the order (order confirmation).

1.2 For orders going through Komax Direct, the contract is deemed to be concluded as soon as the electronically sent order confirmation arrives in the Customer's sphere of control. Tenders which do not stipulate a period for stating acceptance shall not be binding.

1.3 These general terms and conditions of supply shall be binding. Any terms and conditions of supply stipulated by the Customer which are in contradiction to these general ones shall only be valid if expressly accepted by Komax in writing.

1.4 All agreements and legally relevant declarations of the parties to the contract must be in writing to attain validity. Declarations in text form which are transmitted by or recorded on electronic media will be equated with written declarations if specifically, so agreed. All contents of the order confirmation transmitted electronically by Komax Direct are equated with the written form.

1.5 Should a provision of these general terms and conditions of supply prove to be wholly or partly invalid, the parties to the contract shall jointly seek an arrangement having a legal and economic effect which will be as similar as possible to the invalid provision.

2. Scope of deliveries of goods and provision of services

2.1 The scope of Komax's deliveries of goods and provision of services is exhaustively specified in the order confirmation and in any appendices thereto. Goods and/or services not listed there can be additionally billed to the Customer if they are necessary for contract performance.

2.2 Komax shall be entitled to make any changes which lead to improvements provided such changes do not result in a price increase.

3. Offers and technical documents

3.1 Unless otherwise agreed upon, brochures and catalogues are not binding. Data provided in technical documents are only binding to the extent they have been expressly stipulated as such. Komax reserves the right to change data in the technical documents at any time.

3.2 All offers are of a confidential nature. Only persons who are going to handle them can be made privy to the content.

3.3 Each party to the contract retains all rights to technical documents – such as drawings, drafts, circuit diagrams and cost estimations – it provides to the other. The party receiving such documents recognizes these rights and shall – without previous written consent of the other party – not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over. At Komax's request, these documents must be returned if corresponding orders fail to materialize.

4. Regulations in force in the country of destination and safety devices

4.1 The Customer shall, at the latest when placing the order, draw the attention of Komax to the standards and regulations applicable to the deliveries of goods and provision of services, to the operation of the plant as well as to the health and safety of personnel.

4.2 Unless otherwise agreed, the goods delivered, and services provided shall comply with the standards and regulations of Komax.

5. Prices

5.1 Unless otherwise agreed, all prices shall be deemed to be net FCA Singapore, excluding packaging, in disposable Swiss francs / US Dollars / EUR without any deduction whatsoever.

5.2 Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, packaging, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the Customer. Likewise, the Customer shall bear any and all taxes, fees, levies, customs duties and the like which are levied as a result of or in connection with the contract or shall refund them to Komax in exchange for adequate evidence in case Komax is liable for them.

5.3 The cost of packaging, shipment, transport, and insurance is specified separately on the bill.

5.4 Komax reserves the right to adjust the prices in case wage rates or raw material prices vary between the submission of the tender and the contractually agreed performance.

5.5 In addition, an appropriate price adjustment shall apply in case:

- the delivery period has been subsequently extended due to any reason stated in *Clause 8.3*, or
- the nature or the scope of the agreed goods to be delivered or services to be provided has changed, or
- the material or the execution has undergone changes because the documents furnished by the Customer were not in conformity with the actual circumstances, or were incomplete.

6. Terms of payment

6.1 Payments shall be made by the Customer to Komax's domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like. Deviations from the above must be agreed in writing.

6.2 Unless otherwise mentioned in the order confirmation, the payment is due within 30 days from the invoice date.

6.3 The payment obligation shall be deemed satisfied as long as disposable Swiss francs have been made available to Komax at the latter's domicile.

6.4 The dates of payment shall also be observed if transport, delivery, erection, commissioning or acceptance of the deliveries of goods or the provision of services is delayed or prevented for reasons for which Komax is not responsible, or if unimportant parts are missing, or if it proves necessary to undertake reworking that will not prevent the goods delivered from being used.

6.5 If the advance payment or the contractually agreed security is not provided in accordance with the terms of the contract, Komax shall be entitled to adhere to or to terminate the contract, and shall in both cases be entitled to claim damages.

6.6 If the Customer, for any reason whatsoever, is in arrears with a further payment, or if Komax is seriously concerned that it will not receive payments in total or in due time because of circumstances having taken place since entering into the contract, Komax, without being limited in its rights provided for by law, shall be entitled to refuse the further performance of the contract and to retain the goods ready for dispatch until new terms of payment and delivery will have been agreed and until Komax will have been furnished with satisfactory security.

6.7 If such an agreement cannot be reached within a reasonable time, or if Komax is not provided with adequate security, Komax shall be entitled to terminate the contract and to claim damages, including for lost profit.

6.8 If the Customer does not meet the agreed payment deadlines, it shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the Customer's domicile, but not less than 4 per cent over the current 3-month CHF-LIBOR target. The right to claim further damages is reserved.

7. Reservation of title

7.1 Komax shall remain the owner of all deliveries of goods with right of retraction until having received the full payments in accordance with the contract. Komax is authorized to order a corresponding entry into the competent reservation of title register.

7.2 The Customer shall cooperate in any measures necessary for the protection of Komax's title. In particular upon entering into the contract, the Customer authorizes Komax to enter or lodge notice of the reservation of title in the required form in public registers, books or similar records, all in accordance with relevant national laws, and to fulfill all corresponding formalities, at the Customer's expense.

7.3 During the period of the reservation of title, the Customer shall, at its own expense, maintain the delivered goods and insure them for Komax's benefit against theft, breakdown, fire, water and other risks. It shall further take all measures to ensure that Komax's title is in no way prejudiced.

8. Delivery period

8.1 The delivery period shall start as soon as the contract is concluded in accordance with *Clause 1.1*, all official formalities such as, but not limited to, import, export, transit and payment permits have been completed, payments due with the order have been made, any agreed security has been provided and the main technical points settled. The delivery period shall be deemed to be observed if by the time the period expires, a notification has been sent to the Customer that the deliveries are ready for dispatch.

8.2 Compliance with the delivery period is conditional upon the Customer fulfilling its contractual obligations, such as making known specifications.

8.3 The delivery period is reasonably extended:

- if the information required by Komax for performance of the contract is not received in time, or if the Customer subsequently changes this information thereby causing a delay in the deliveries of goods or the provision of services;
- if hindrances occur which Komax cannot prevent despite exercising due care, regardless of whether they occur at Komax's or the Customer's or a third party's. Such hindrances include, but shall not be limited to, epidemics, mobilization, war, revolution, serious breakdown in the works, accidents, labor conflicts, late or deficient delivery by subcontractors of raw materials, semifinished or finished products, important work pieces becoming scrap, official actions or omissions by any state authorities or public bodies, natural catastrophes;
- if the Customer or a third party is behind schedule with work it has to execute, or with the performance of its contractual obligations, in particular if the Customer fails to observe the terms of payment.

Any costs for which Komax is not responsible that were incurred by an extension of the delivery period shall be invoiced to the Customer.

8.4 If the Customer withdraws from the contract during the manufacturing process, he shall be obliged to reimburse Komax for all costs incurred up to that point.

8.5 The Customer shall be entitled to claim compensation for loss occasioned by delayed deliveries in so far as it can be proven that the delay has come about through the fault of Komax and that the Customer has suffered a loss as a result of this delay. If substitute material can be supplied to accommodate the Customer, the latter shall not be entitled to any compensation for loss occasioned by delay.

8.6 The compensation for loss occasioned by delay shall not exceed 0.5 percent for every full week's delay and shall in no case whatsoever altogether exceed 5 percent of the contract price of the portion of the deliveries in arrears. The Customer is not entitled to claim compensation for loss occasioned by delay for the first two weeks in arrears. On reaching the maximum figure for the compensation for delay the Customer must set a reasonable grace period for Komax in writing. If the newly set deadline is not met for reasons for which Komax's is responsible, the Customer shall have the right to reject the delayed portion of the delivery. If partial acceptance

is economically unreasonable to expect of the Customer, the latter shall be entitled to terminate the contract and in exchange for the return of the goods delivered and services provided, to claim a refund of the money already paid.

8.7 In case a specific date instead of a delivery period is fixed, this date shall be the last day of a delivery period; *Clause 8.1* to *Clause 8.4* apply mutatis mutandi.

8.8 Any delay in the deliveries of goods or the provision of services does not entitle the Customer to any rights and claims other than those expressly stipulated in this *Clause 8*. This limitation, however, does not apply to unlawful intent or gross negligence on the part of Komax but it does apply to unlawful intent or gross negligence on the part of persons employed or appointed by Komax to perform any of its obligations.

9. Packaging

9.1 Packaging shall be invoiced separately by Komax and shall not be returnable. However, if it is declared as Komax's property, it shall be returned by the Customer, carriage paid, to the place of dispatch.

10. Passing of benefit and risk

10.1 The agreed delivery clauses shall be interpreted according to the INCOTERMS valid at the time of the parties' entry into the contract.

10.2 Partial delivery is allowed unless otherwise agreed.

10.3 If dispatch is delayed at the Customer's request or for other reasons for which Komax is not responsible, the risk shall pass to the Customer at the time originally foreseen for their leaving the works. From this moment on, the goods being delivered shall be stored and insured on the account and at the risk of the Customer.

11. Shipping, transport and insurance

11.1 Komax must be notified in a timely manner about any special requests regarding shipment, transport and insurance. The transport shall proceed at the Customer's expense and risk.

11.2 Shipment are handled with FCA Komax, Incoterms 2020, unless otherwise agreed. Packaging is chosen by Komax.

11.3 Shipments that have incurred shipping damage must only be accepted with a qualified reservation (exact details of damage). This reservation must also be signed by driver. Externally visible damage must be documented including pictures. Damaged goods must be secured and completed with the original package. Shipping damage must be reported to Komax immediately and with high priority in writing using the form "Delivery Feedback / Lieferfeedback" (for replacement deliveries) or "Setup Feedback / Installationsfeedback" (for machine deliveries). Shipping damage must be mentioned. Promptly, freight leader must be informed to ascertain the facts and safeguard all rights. The forms can be found at www.komaxgroup.com or www.direct.komaxgroup.com.

11.4 The Customer shall be responsible for taking out insurance against risks of any kind.

12. Inspection and formal acceptance of the deliveries of goods and provision of services

12.1 Komax agrees to inspect the deliveries of goods and provision of services prior to dispatch if this is a customary practice. If the Customer requests further testing, it has to be specially agreed upon and paid for by the Customer.

12.2 The Customer shall, within 14 days from the date of their receipt, inspect the goods delivered and the services provided and shall immediately report any defects in writing to the service unit specified by Komax. For this notification of defects, it is mandatory to use the form "Delivery Feedback / Lieferfeedback" (for replacement deliveries) or "Setup Feedback / Installationsfeedback" (for machine deliveries).

12.3 The forms can be found at www.komaxgroup.com or www.direct.komaxgroup.com. The return shipping procedure indicated in *Clause 14* must be followed. If the Customer fails to follow this procedure, the delivered goods and provided services shall be deemed to have been accepted. Komax will not accept return shipments of any goods delivered and services provided that have been accepted in the above manner and will return them at the Customer's expense.

12.4 On being notified of defects according to *Clause 12.2*, Komax shall remedy them as quickly as possible and the Customer shall give Komax the opportunity to do so. After remedying such defects, a formal acceptance test according to *Clause 12.4* shall be carried out at the request of the Customer or of Komax.

12.5 Subject to *Clause 12.3*, a special agreement is needed for carrying out a formal acceptance test and setting the conditions related to it. Unless otherwise agreed, the following applies:

- Komax shall advise the Customer in time of the execution of the acceptance test so that the Customer or its representative can attend.
- A formal acceptance report shall be prepared which shall be signed by both the Customer and Komax or by their representatives. This report shall state either that the formal acceptance has been given or that it has been given conditionally or that the Customer has refused to give its formal acceptance. In the latter two cases, the defects shall be listed individually in the report.
- In case of insignificant defects, in particular those which do not substantially hinder the efficient functioning of the delivered goods or provided services, the Customer shall not be entitled to refuse the acceptance of same and the signing of the acceptance report. Komax shall remedy these defects without delay.
- In case of important deviations from the contract or of serious defects, the Customer shall give Komax the opportunity to remedy the defects within a reasonable time. Thereafter a further acceptance test shall take place.
- If during this test important deviations from the contract or serious defects appear again, the Customer shall be entitled to claim either a price reduction or an indemnity or other compensations

from Komax, provided the parties to this contract agreed to this beforehand. If, however, the defects or deviations appearing during such a test are so serious that they cannot be remedied within a reasonable time and if the goods delivered and services provided cannot be used for their specified purpose or their use is substantially impaired, then the Customer shall be entitled to refuse to accept the defective portion of the delivery or, if partial acceptance is economically unreasonable to expect of the Customer, to terminate the contract. In such a case Komax can only be held liable to reimburse the sums which have been paid to it for the portions of the delivery affected by the termination.

- Prior to the machines being put into operation, the Customer shall read carefully all accompanying documents such as operating and software instructions, spare parts catalog and any conversion and installation instructions. In case of resale the Customer is obliged to forward the above documents to the purchaser and to ensure that this procedure is applied to any further sales actions.
- In project business Komax reserves the right to deviate from drawings, weights, measurement tables and previously shown design documents if these deviations are considered purposeful for the model involved and the Customer was consulted beforehand.

12.6 Formal acceptance shall also be deemed completed,

- if the acceptance test cannot be carried out on the date provided for due to reasons beyond Komax's control;
- if the Customer refuses to give its acceptance without being entitled to do so;
- if the Customer refuses to sign the acceptance report prepared in accordance with *Clause 12.4*;
- as soon as the Customer uses the goods delivered or services provided by Komax.

12.7 Defects of any kind in the goods delivered or services provided shall not entitle the Customer to any rights and claims other than those expressly stipulated in *Clause 12.4* and *Clause 13* and *Clause 14* (guarantee, liability for defects).

13. Guarantee, liability for defects

13.1 Warranty period for merchantable quality (guarantee period)

The period for asserting warranty claims regarding merchantable quality lasts 12 months. After that any warranty claims are precluded. The period starts with the dispatch of the delivery ex works or possibly at the agreed formal acceptance of the goods to be delivered and the services to be provided or, if Komax assumes responsibility for installation, upon completion thereof. If dispatch or acceptance or installation are delayed for reasons beyond Komax's control, the period for asserting warranty claims regarding merchantable quality shall end no later than 15 months after the invoice date.

If a machine or spare parts are stored temporarily at an official Komax agency or displayed at an exhibition, the period for asserting warranty claims regarding merchantable quality shall end no later than 15 months after the invoice date.

No warranty is given for wearing parts.

The warranty claims expire prematurely if the Customer or a third party has inappropriate modifications or repairs undertaken by specialists not acknowledged by Komax or if the Customer, in case of a defect, does not immediately take all suitable steps to mitigate the damage and does not give Komax the opportunity to remedy the defect.

13.2 Liability for defects in material, design and workmanship

Upon written request from the Customer, Komax shall undertake as quickly as possible its choice of either repairing or replacing any parts of the delivered goods which, before the expiry of the guarantee period, are proved to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become Komax's property unless it explicitly dispenses with such ownership. Komax shall cover the reworking costs incurred at its factory. If reworking cannot be carried out in Komax's factory, the Customer shall bear the related costs that exceed the customary costs of transport, personnel, travel, and living as well as of dismantling and reassembly of the defective parts. In the assertion of warranty claims for merchantable quality, it is mandatory to use the form "Warranty Request Sheet /Gewährleistungsantrag." The RMA process (return material authorization process) indicated in Clause 14 must be followed. The form can be found at www.direct.komaxgroup.com or www.komaxgroup.com.

13.3 Liability for express warranties

Express warranties are only those which have been expressly stipulated as such in the order confirmation or in the specifications. An express warranty is valid until the expiration of the guarantee period at the latest. If an acceptance test has been agreed, the warranty shall be deemed to have been fulfilled as soon as the test results prove the relevant quality or capacity. If the express warranties are not or only partially achieved, the Customer may first of all demand that Komax carry out the improvements immediately. The Customer shall give Komax the necessary time and opportunity to do so. If such improvements fail completely or in part, the Customer may claim such compensation as has been agreed for such a case, or, if such an agreement has not been made, a reasonable price reduction. If, however, the defect is so serious that it cannot be remedied within a reasonable time and if the delivered goods or provided services cannot be used for their specified purpose or their use is substantially impaired, then the Customer shall be entitled to refuse to accept the defective portion of the delivery or, if partial acceptance is economically unreasonable to expect of the Customer, to terminate the contract. In such a case Komax can only be held liable to reimburse the sums which have been paid to it for the portions of the delivery affected by the termination.

13.4 Exclusions from the liability for defects

Excluded from Komax's guarantee and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper

maintenance, failure to observe the operating instructions, excessive strain, use of any unsuitable consumables, influence of chemical or electrolytic action, construction or installation work not undertaken by Komax, or resulting from other reasons beyond Komax's control. Komax is, within the limits of warranty, only liable for damages resulting from deficient software insofar as the customer had no influence on such software. An influence shall be considered especially in case of software modifications and / or combination with third party software, any kind of modification of parameter settings by not specifically trained personnel and any handling deviant from the operating instructions.

13.5 Goods and services from subcontractors

For goods delivered and services provided by subcontractors stipulated by the Customer, Komax assumes guarantee and liability for defects only to the extent of the subcontractors' guarantee obligations.

13.6 Exclusivity of warranty of merchantable quality claims

With respect to any defective material, design or workmanship as well as to any failure to fulfill express warranties, the Customer shall not be entitled to any rights and claims other than those expressly stipulated in *Clause 13.1* through *Clause 13.5*. Any further guarantee – especially for any consequential damages – is excluded.

13.7 Liability for additional obligations

Komax is only liable to the extent of unlawful intent or gross negligence as regards claims arising from faulty advice and the like or from breach of any additional obligations.

13.8 Violation of the rights of third parties (warranty of title)

Komax guarantees that it holds all rights to render its performances in accordance with the contract. If a third party asserts a better right with regard to the goods delivered, the Customer must notify Komax thereof in writing within 5 days.

Assuming this notification is made on time and every reasonable support is granted at all times, Komax shall be responsible for defending, at its own expense, the Customer against such claims. If need be, Komax shall alter its performances in such a way that they meet all of the Customer's essential requirements while not violating third party rights, or Komax shall obtain, at its own expense, a license from the third party for the Customer. If Komax succeeds in doing neither one nor the other and the third party claims are established by a court decision, Komax shall pay compensation for every direct loss incurred by the Customer due to enforced third party claims.

Any further guarantee – especially for any consequential damages – is excluded. The Customer is solely responsible for seeing that the products delivered by Komax are not used to manufacture products that violate the patents or other proprietary rights of third parties. Komax refuses to assume any liability in this regard.

14. Return material authorization process (RMA process)

14.1 If the Customer ships back certain parts or machines for some reason, it must announce this action in advance in writing using the form Komax provides for this purpose. The forms listed in *Clause 11.2*, *Clause 12.2* and *Clause 13.2* are to be used. If Komax accepts the return shipment of certain parts or machines, they are given an RMA No. (Return Material Authorization No.). Komax shall accept only return shipments which it expressly approved in advance and to which it gave an RMA No. For other shipments, Komax reserves the right not to accept them and to return them at the expense of the sender, to properly invoice the returned parts or machines or (in the case of advance payment) to dispense with giving the Customer credit.

14.2 Electronic components called EGB (German: Elektrostatisch Gefährdete Bauelemente) or ESD (Electrostatic Sensitive Device) might be destroyed by electrostatic charge. Those parts shall be shipped, transported and stored in special, ESD suitable packaging. The repurchase of parts arriving at Komax in inappropriate packaging is refused. Returns shall be handled according to the form "Guidelines for sales returns."

14.3 The Customer shall return replacement parts and goods delivered and services provided under warranty cases within 90 days of the announcement date. If the Customer fails to meet this deadline, Komax reserves the right to refuse acceptance of such parts or machines and to send them back at the Customer's expense or if need be, to properly invoice them or (in the event of advance payment) to dispense with giving the Customer credit.

15. Nonperformance, bad performance and their consequences

15.1 In all cases of bad performance or non performance not expressly covered by these general terms and conditions of supply – in particular if Komax, without valid reasons, starts execution of the deliveries of goods and provision of services so late that punctual completion is no longer foreseeable, or if an execution contrary to the terms of the contract can be clearly foreseen through Komax's fault, or if the deliveries of goods or provision of services have been executed contrary to the terms of the contract through Komax's fault – then the Customer shall be entitled to grant Komax a reasonable additional grace period for the affected deliveries of goods or provision of services along with a simultaneous warning that the Customer will terminate the contract in case of non-compliance. If Komax lets this additional grace period lapse unused through its own fault, the Customer shall be entitled to terminate the contract with respect to the goods delivered or services provided contrary to the contract or certain to be delivered or provided contrary to the contract, and to claim a refund of the payments already rendered for such goods or services.

15.2 In such a case the provisions of *Clause 17* shall apply with regard to any claim for damages on the part of the Customer and with regard to the exclusion of any further liability, and any claim for damages shall be limited to 5 per cent of the contract price for the deliveries of

goods and provision of services affected by the termination.

16. Termination of the contract by Komax

16.1 The contract shall be adapted appropriately, if unforeseen events considerably change the economic effect or the content of the goods or services or considerably affect the work of Komax, or if performance subsequently becomes impossible. In so far as such adaptation is economically not justifiable, Komax shall be entitled to terminate the contract or the parts affected thereby.

16.2 If Komax wishes to terminate the contract it shall – after having recognized the consequences of the event – immediately inform the Customer; this provision applies even if an extension of the delivery period has been agreed beforehand. In case of termination of the contract Komax shall be entitled to be paid for those portions of the goods already delivered and services already provided. The Customer shall be refunded payments already rendered if it has not received any counter-performances for them. Claims for damages on the part of the Customer owing to such a termination are excluded.

17. Exclusion of further liability on Komax's part

17.1 All violations of contract and the relevant legal consequences as well as all claims of the Customer irrespective of the grounds on which they are based are exhaustively covered by these general terms and conditions of supply. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract are excluded. In no case whatsoever shall the Customer be entitled to claim damages other than those occurring in the goods delivered. This provision especially refers, but shall not be limited, to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. This limitation, however, does not apply to unlawful intent or gross negligence on the part of Komax but it does apply to unlawful intent or gross negligence on the part of persons employed or appointed by Komax to perform any of its obligations.

17.2 For the rest, this exclusion of liability does not apply to the extent that it is contrary to compulsory law.

18. Right of recourse of Komax

18.1 If, through actions or omissions of the Customer or of persons employed or appointed by it to perform any of its obligations, personal injury or damage to the property of third parties occurs and if a claim is made against Komax on these grounds, then the latter shall be entitled to take recourse against the Customer.

19. Installation

19.1 If Komax undertakes or supervises the installation work, the General Terms and Conditions of Maintenance and Repair Komax Services shall apply.

20. Force Majeure

20.1 Komax shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached its obligations for any failure or delay, if such failure or delay is caused by or results from acts beyond Komax's control, including, but not limited to (i) acts of nature, (ii) flood, fire, earthquake, or other natural disaster, (ii) total or partial closing of supplying factories, (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, (iv) strikes, labor stoppages or slowdowns or other industrial disturbances; (v) shortages of or delays in receiving raw materials or (vi) action by any governmental authority including prohibition of imports or exports or a substantial increase in custom duties (vii) Pandemic (each, a "Force Majeure Event").

20.2 In the event of any delay in Komax's performance due to a Force Majeure Event, Komax shall have such additional time for performance as may be reasonably necessary under the circumstances and Komax may allocate its production and deliveries among all of its customers in its reasonable discretion

21. Export and embargo on secondary exports

20.1 The embargo for secondary exports is only valid for articles which are particularly designated on the delivery note or on the invoice.

20.2 Re-exportation of these goods is prohibited according to a commitment with the Section of Import and Export. This commitment devolves to the purchaser of those products and shall be passed on in case of further transfer.

20.3 For importation, resale or shipping to another country, the Customer is responsible for. Customer commits to follow all local as well as international Re-Export-Rules.

22. Place of jurisdiction and applicable law

21.1 The place of jurisdiction for the Customer and Komax shall be at the registered office of Komax. Komax shall, however, be entitled to sue the Customer at the latter's registered address.

21.2 All contracts and general terms and conditions of supply are governed by substantive Swiss law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Komax shall strive to settle any differences with its Customers amicably and mutually.

21.3 The legally binding version of these terms and conditions is the one in English.

Valid from July 2021