

General Terms and Conditions of Hofstetter PCB AG (Status: October 2023)

1. SCOPE

- 1.1 These General Terms and Conditions ("GTC") apply to the business relationships between Hofstetter PCB AG and its customers in the version current at the time of the orders or consulting assignments. Amendments and supplements to the GTC and ancillary agreements to the GTC require the written consent of Hofstetter PCB AG.
- 1.2 General terms and conditions of customers the application of which Hofstetter PCB AG has not agreed to in writing are not binding.
- 1.3 For the legal relationship between Hofstetter PCB AG and its customers, the following provisions are binding in the following priority: (1) separate written contracts; then (2) these GTC; then (3) Art. 363 et seq. CO for contracts for work and services and Art. 394 et seq. CO for consulting contracts.

2. DOCUMENTS AND MATERIAL OF THE CUSTOMER

- 2.1 Drawings, quality requirements, measuring points, material and work descriptions, standards, etc. must be made available to Hofstetter PCB AG by the customer and will be deemed to be instructions. In the absence of detailed documents, Hofstetter PCB AG must deliver the design and quality customary in the industry. For final dimensions requested by the customer, workpieces (e.g. printed circuit boards) whose raw dimensions have been tested must be delivered to Hofstetter PCB AG.
- 2.2 Hofstetter PCB AG must carry out a summary inspection of the material supplied by the customer. Significant deviations in weight and number of pieces as well as obvious defects must be reported to the customer in writing, who must decide on the further procedure within a reasonable period of time.

3. OFFERS, CONCLUSION OF CONTRACT

- 3.1 Price lists and verbal price information are not offers, but are considered non-binding guide prices and only become part of the contract if expressly agreed. Offers of Hofstetter PCB AG are always non-binding.

- 3.2 Contracts will be deemed concluded (a) when Hofstetter PCB AG has confirmed an order in writing (e-mail is sufficient) or (b) upon acceptance by Hofstetter PCB AG of the workpieces delivered by the customer, provided that after their inspection Hofstetter PCB AG does not reject the order within a reasonable period of time.

- 3.3 Should technical problems arise in the provision of services after the order confirmation, Hofstetter PCB AG is entitled to revoke acceptance of the customer's order at any time. Any liability for resulting damage to the customer is excluded in full.

4. EXECUTION

- 4.1 The place of performance is the seat of Hofstetter PCB AG in Küssnacht am Rigi (Schwyz).
- 4.2 Hofstetter PCB AG undertakes to execute the orders carefully in accordance with the state of the art in science and technology. If material defects are detected, Hofstetter PCB AG must report them to the customer and the customer must then issue the instructions necessary for the continuation of the work. Hofstetter PCB AG may charge the customer for the additional costs resulting from the customer's new instructions, provided that the customer is responsible for the material defect.

5. DELIVERY PERIODS

- 5.1 Delivery periods are only binding if they have been confirmed in writing by Hofstetter PCB AG. Agreed delivery periods do not commence until all instructions necessary for the execution of the work have been issued and material deliveries have been made. In the absence of instructions or material, agreed deadlines will be suspended. The delivery periods will also be suspended in the event of defective delivery by third parties, significant operational disruptions and accidents, as soon as Hofstetter PCB AG has notified the customer in writing of these production delays, until their elimination. The customer is not entitled to compensation for any damage. If the failure to meet the deadlines is due to force majeure (e.g. epidemics or pandemics), the deadlines will be extended accordingly.

5.2 Work already performed must be paid for under all circumstances.

6. INSPECTION, ACCEPTANCE, RIGHT TO RECTIFY DEFECTS

6.1 After delivery of the workpieces (e.g. printed circuit boards), the customer is required to inspect the workpieces and to notify Hofstetter PCB AG in writing of any defects within 7 days. If the customer fails to make this notification or if the notification is not made in due time, the delivered workpieces will be deemed to be complete, flawless and approved with regard to obvious defects, identity and quantity. The customer must notify Hofstetter PCB AG in writing of any hidden defects within 7 days of their discovery. After expiry of these notification periods, any defect rights of the customer expire. In any case, the defect rights expire twelve (12) months after acceptance of the workpieces by the customer.

6.2 If a workpiece (e.g. printed circuit board) proves to be defective upon acceptance by the customer, the customer must give Hofstetter PCB AG the opportunity to remedy the defects for which Hofstetter PCB AG is responsible within a reasonable period of time at its expense. If the customer fails to request rectification within a reasonable period of time, the customer forfeits any rights based on defects.

7. TRANSFER OF BENEFIT AND RISK

The benefit and risk of the galvanized workpieces (e.g. printed circuit boards) passes to the customer when the workpieces are made available for return delivery ex works of Hofstetter PCB AG, even if the return delivery is made at the expense of Hofstetter PCB AG.

8. PRICES, PACKAGING, TRANSPORT AND INSURANCE

8.1 Prices are net without discount or other deduction ex works Hofstetter PCB AG in Küsnacht am Rigi (Schwyz). Taxes (e.g. value added taxes), fees, customs duties or other additional costs (e.g. transport and insurance) are to be borne additionally by the customer.

8.2 The packaging and the containers will be charged separately by Hofstetter PCB AG, unless the customer's packaging for the delivery can be used for the return of the processed workpieces.

8.3 Transport is at the expense and risk of the customer. Any insurance cover is the responsibility of the customer.

8.4 Hofstetter PCB AG reserves the right to adjust prices if production costs (e.g. wage, material and energy costs) change between the time of the offer and the contractual delivery of the galvanized workpieces (e.g. printed circuit boards).

9. PAYMENT TERMS, CONSEQUENCES OF DEFAULT

9.1 Invoicing by Hofstetter PCB AG will occur upon delivery of partial or total orders or upon notification of readiness for collection. Hofstetter PCB AG is entitled to return the galvanized workpieces to the customer only concurrently against cash payment.

9.2 The customer must pay the invoices within 30 days of the invoice date or, if an invoice expressly provides for a different payment period, within this payment period. The invoices are due for payment even if the customer has given notice of defects. If the payment deadline is not met, the customer is in default after expiry of the deadline without a reminder and owes Hofstetter PCB AG default interest of 5% until the invoice has been paid in full (including any reminder and collection costs as well as interest). From the second reminder onwards, all reminder and collection costs will be charged to the customer, but at least CHF 50.

10. LIABILITY AND LIMITATION OF LIABILITY

10.1 Hofstetter PCB AG guarantees for its workpieces (e.g. printed circuit boards) the quality customary in the industry. Any further warranty, in particular with regard to the usability of the workpieces for certain purposes, does not exist and is excluded. The following are excluded from the warranty and liability of Hofstetter PCB AG: Damage which cannot be proven to have occurred as a result of

poor material or defective workmanship, e.g. as a result of natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive stress, unsuitable operating materials, chemical or electrolytic influences or as a result of other reasons for which Hofstetter PCB AG is not responsible. Any further processing of the galvanized workpieces by the customer or by third parties excludes the assertion of the customer's rights in respect of defects.

10.2 In the event of damages arising from the consulting activities of Hofstetter PCB AG, liability is governed by Art. 398 para. 1 and para. 2 CO.

10.3 All cases of breach of contract and their legal consequences as well as all claims of the customer, irrespective of the legal grounds on which they are based, are conclusively regulated in these GTC. The liability of Hofstetter PCB AG for damage to the product itself and for any further damage to the customer is limited to the obligation to remedy defects in accordance with Section 6 of these GTC and to compensation for direct financial loss in accordance with the following provisions in this Section 10.3. The amount of the customer's pecuniary loss only includes compensation for direct damage, and even this is only to be compensated on condition that it has its direct cause in an intentional or grossly negligent breach of the contractual or pre-contractual obligations or other duties of care by Hofstetter PCB AG or its auxiliary persons, which must be proven by the customer. Hofstetter PCB AG's liability for damages shall be limited to a maximum of the finishing price of the defective workpieces or to the amount of the consulting fee. For indirect damages such as loss of profit, indirect damages, loss of production, loss of use, loss of orders and loss of customers as well as for all other damages, Hofstetter PCB AG's liability is limited to the extent permitted by law. Other rights in respect of defects, such as cancellation and reduction, and the liability for auxiliary persons are also excluded in their entirety to the extent permitted by law.

11. INTELLECTUAL PROPERTY RIGHTS OF HOFSTETTER PCB AG

The intellectual property rights of Hofstetter PCB AG remain the sole property of Hofstetter PCB AG.

12. INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES

If the intellectual property rights of third parties are infringed by the provision of services or the manufacture of products by Hofstetter PCB AG according to the specifications and wishes of the customer, the customer will be liable for all damages resulting therefrom. The customer undertakes to indemnify Hofstetter PCB AG against all claims of third parties.

13. EXPORT

The customer is responsible for compliance with all relevant domestic and foreign export regulations.

14. SEVERABILITY CLAUSE

Should parts or provisions of these GTC be or become invalid or void, this will not affect the validity of the remaining provisions. The invalid provision will be replaced by a valid provision that comes closest to the economic purpose of the invalid provision as intended by the parties.

15. APPLICABLE LAW AND JURISDICTION

15.1 These GTC are governed by Swiss substantive law, excluding the conflict of laws provisions and the provisions of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, CISG).

15.2 Any disputes arising out of or in connection with these GTC are subject to the exclusive jurisdiction of the courts having jurisdiction for **Küssnacht (Schwyz)**. However, Hofstetter PCB AG is also entitled to assert its claims against the customer in court at the customer's place of business.