

General Terms and Conditions

For business-to-business transactions

1. General provisions

- 1.1 The legal relations between maxon and the Customer in connection with supplies and/or services of maxon (hereinafter referred to as "SUPPLY" or "SUPPLIES") shall exclusively be governed by these "GENERAL TERMS AND CONDITIONS". The Customer's general terms and conditions only shall apply to the extent that maxon expressly consents to them in writing.
- 1.2 Any information contained in physical and/or electronic advertising brochures, advertising catalogs and the like as well as illustrations are nonbinding.
- 1.3 The contract shall be deemed concluded upon acceptance of an order by maxon ("ORDER CONFIRMATION"), which has to be declared by mail, fax, or electronically and which shall also be valid without signature. The scope of any SUPPLY owed by maxon shall result exclusively from the ORDER CONFIRMATION and its annexes.
- 1.4 Tools and equipment shall be the sole property of maxon. This shall also apply if the Customer has paid for their development, procurement, and/or manufacture. After the last SUPPLY made, maxon shall be entitled to deal with the tools and equipment at maxon's discretion.

2. Warranty/undertakings

- 2.1 maxon shall warrant exclusively that SUPPLIES correspond to agreed technical specifications (in accordance with maxon part number) at the time of passing of the risk.
- 2.2 The warranty period is 12 (twelve) months from passing of the risk. All warranty rights shall become time-barred within 12 (twelve) months from passing of the risk. Repair or replacement shall not prolong the original warranty period.
- 2.3 maxon shall make no representations of warranties and/or remedies whatsoever (a) for software supplied by maxon; (b) for SUPPLIES which are delivered by maxon but manufactured by third parties; (c) for defects not solely caused by maxon; (d) if (i) deviations from the agreed specifications of the SUPPLIES are unsubstantial or if a defect impairs the usability of the respective SUPPLY only insignificantly; or (ii) defects are due to natural wear and tear, unforeseeable events, or damage occurring after the passing of the risk, faulty or negligent treatment, unusual physical strain or electronic load, excessive use, misuse, incorrect use, neglect, use with unsuitable accessories, improper installation or packaging, installation not carried out by maxon, inappropriate building ground or particular external influences which are not explicitly stated in the contract as having an impact on SUPPLIES, or if they are due to repairs or alterations being carried out by any party other than maxon; or (iii) SUPPLIES are modified by the Customer, the Customer's customers, or end users after the delivery by maxon, or if possible seals of warranty were removed or altered by the Customer, the Customer's customers, or end users; or (iv) any defect or damage to the SUPPLIES and/or any parts thereof is attributable to Customer or to work which has been carried out in compliance with the requirements and/or specifications of the Customer; (e) with respect to prototypes, samples, pre-production parts, or test samples as well as (f) in the case of any defect or damage which is attributable to supply parts, tools, or test equipment provided or made available by the Customer or manufactured or procured by maxon in accordance with the instructions of the Customer; the responsibility for the dimensional accuracy and the functionality of supply parts shall exclusively be borne by the Customer. Any defects recognized by maxon will be notified to the Customer.
- 2.4 maxon shall provide a warranty in its sole discretion and sole remedy by repairing or replacing the SUPPLY or by crediting or refunding its price. The Customer's rights of cancellation, rescission, and termination shall be excluded. Further claims by the Customer shall be expressly excluded.
- 2.5 In the event of an epidemic failure, the Parties shall cooperate in order to identify its cause, the number of SUPPLIES affected, and the required measures. Epidemic failure in this sense are defects with an identical root cause and which occur in more than 5% (five percent) of the SUPPLIES of the past 6 (six) months, provided that the delivered minimum quantity of defective SUPPLIES affected by the same epidemic failure exceeds 300 (three hundred) pieces within the warranty period. The warranty of maxon for epidemic failures shall likewise and exclusively be granted as per clause 2.4. However, in the case of an epidemic failure, the warranty shall be limited to 3% (three percent) of the number of respective SUPPLIES delivered to the Customer within the last 6 (six) months.
- 2.6 The Customer must inspect SUPPLIES immediately upon receipt. The Customer must notify maxon immediately in writing of recognizable defects, but no later than seven days after receipt of the SUPPLIES, and hidden defects no later than seven days after discovery. If the Customer fails to do this, the SUPPLIES shall be deemed to be approved as being free from defects.

- 2.7 SUPPLIES complained about must be sent to maxon on request. If possible, the original packaging should be used for returns. If it is not possible to return the SUPPLIES in the original packaging, the packaging must be such that the SUPPLIES are protected from loss and damage. If SUPPLIES are replaced, the replaced SUPPLIES shall become the property of maxon, unless maxon waives transfer of ownership.

- 2.8 maxon shall be entitled to claim from the Customer compensation for all costs in connection with the tracking of any defects and/or malfunctions notified by the Customer if they cannot be found or reproduced by maxon.

3. Exclusion of liability

Subject to the mandatory legal provisions and the ones expressly stated under clause 2 above, all liability claims of the Customer against maxon, against group companies of maxon, as well as against company bodies, shareholders, employees, agents, or any persons with whom it performs its obligations, subcontractors, suppliers and designees of maxon and of its group companies – for whatever legal ground – shall be completely excluded. Excluded in particular – but not exclusively – are claims based on loss of production, damage caused by delays, loss of use, loss of or damage to data or data storage media, costs for recovery of lost or damaged data, lost profit and other direct, indirect, or consequential damage even if the possibility of such damage has been expressly pointed out to maxon.

4. Passing of risk

- 4.1 The risk shall pass to the Customer when the SUPPLY is set aside and made available. At the request of the Customer, maxon shall arrange for transport. The transport (including loading) shall take place at the risk and expense of the Customer. Unless otherwise agreed, the type, route, and carrier may be chosen by maxon at its own discretion. Complaints in connection with the transport must be addressed by the Customer to the most recent freight carrier immediately upon receipt of the SUPPLY. maxon shall insure the SUPPLIES against the usual transport risks on request and at the expense of the Customer in accordance with the Customer's instructions.
- 4.2 If due to a separate differing agreement the risk passes in a manner other than the one described in clause 4.1 sentence 1 above and if the passing of the risk is delayed for reasons not exclusively the fault of maxon or if the Customer is in default of acceptance, the risk shall pass to the Customer with immediate effect. Starting with the occurrence of the delay, the SUPPLIES shall be stored for account and at the risk of the Customer. maxon shall be entitled, but not obliged, to insure the SUPPLIES stored at the expense of the Customer. The Customer shall only have a claim to the SUPPLIES when the Customer has reimbursed all expenditures, costs, and fees in connection with its storage and possible insurances to maxon and has paid a reasonable compensation for the associated expenses.
- 4.3 If events within the meaning of clause 4.2 above significantly change the economic meaning or the content of a delivery or negatively affect the operations of maxon, maxon shall be entitled to withdraw from the contract and, if the Customer is at fault, also to claim damages.

5. Forfeiture ("Verwirkung")

Unless contrary to mandatory law or otherwise regulated in these GENERAL TERMS AND CONDITIONS, all claims and rights of the Customer shall be forfeited within 12 (twelve) months of their occurrence.

6. Indemnification of maxon

If third parties assert claims against maxon and/or other maxon group companies in connection with the SUPPLIES delivered to the Customer, the Customer must indemnify maxon and the other maxon group companies concerned of all claims on first request.

7. Prices, modification of contract, terms of payment

- 7.1 Prices are ex works, excluding VAT in the respective legal amount owed. All costs not expressly included in the price (e.g. for taxes, customs, export, transit, import and other approvals, and certifications) shall be at the expense of the Customer; at the request of maxon, the Customer shall make available a freely offsettable advance in the corresponding amount.
- 7.2 maxon shall be entitled to adjust the prices and/or conditions to changed circumstances, in particular if (a) the Customer subsequently requests changes or additions; (b) the documents and information made available by the Customer are (i) incomplete or (ii) do not correspond to the actual conditions; (c) the underlying conditions for the pricing (in particular monetary parities or costs of material) significantly change between the time of the offer and the agreed date of performance.
- 7.3 Unless otherwise agreed, invoices of maxon shall be due for payment immediately. Payments are to be made to the bank account named by maxon, without deduction of out-of-pocket expenses, taxes, charges,

fees, customs and the like and any cash discount which has not been agreed upon. Payments shall only be deemed as effected when maxon can dispose of the amount without restrictions.

7.4 If the Customer has not effected payment by the due date, the Customer shall be in default without warning and maxon shall be entitled, without prejudice to further claims, (a) from the time of maturity, to charge default interest amounting to 10 (ten) percentage points per year or (b) to withdraw from the contract. maxon can claim damages from the Customer cumulatively and in any case.

7.5 In the case of discontinuation of payments by or application for opening of insolvency proceedings against the Customer, all claims of maxon vis-à-vis the Customer under the business relationship, including claims for damages, shall become due for payment immediately. In addition, the Customer shall already now irrevocably waive any possible defense of limitation for such a case and maxon shall accept such a waiver. Furthermore, maxon shall be entitled at its own discretion to terminate the business relationship completely or in parts without notice and to claim damages.

8. Delivery period; default

8.1 An agreed delivery period shall start only when a written order has been received by maxon and is available for reference with regard to which all technical and commercial aspects have been clarified, all significant technical matters have been finally clarified, supply parts have been made available in an impeccable and timely manner, and all official formalities such as, for example, import, export, transit, and payment permits have been obtained and/or met. maxon shall be entitled to effect partial supplies and/or to make excess or short supplies within a scope of up to 10%, but at least three pieces.

8.2 If a delay is not exclusively at the fault of maxon, the deadlines and/or delivery periods shall be extended reasonably but at least by the duration of the delay. This shall apply in particular, but not exhaustively, if (a) maxon does not receive information, approvals, and releases which are needed for fulfilling the contract in good time; (b) the Customer or third parties involved by the Customer is/are in arrears with the work to be performed by them or with the performance of contractual duties, in particular if the Customer does not comply with the terms of payment; and/or (c) if maxon itself is not supplied by its suppliers in good time or is supplied improperly.

8.3 Exceeding a deadline and/or delivery period shall not entitle the Customer to cancel its order. Any liability in connection with exceeding a deadline and/or delivery period shall be excluded.

9. Force majeure

9.1 maxon shall not be liable for any faults and/or delays in performance with regard to its contractual obligations if the fault and/or delay is caused by an event or circumstance, whether due to natural causes or human actions, which is beyond maxon's reasonable control, could not reasonably have been foreseen at the time the contract was concluded, or the effects could not reasonably have been avoided or overcome by maxon ("FORCE MAJEURE"). If maxon cannot fulfill its contractual obligations due to FORCE MAJEURE, in particular in the event of a shortage of raw materials, components, and/or energy, war, flood, fire, epidemics and/or pandemics (e.g. Covid-19), earthquakes, damage or disruptions to the operations of maxon, its group companies or suppliers, government measures, embargoes, trade sanctions, transport interruptions, industrial disputes, strikes, etc., maxon shall not be in breach of contract and claims for damages and/or other claims by the Customer for breach of contract shall be excluded.

9.2 With regard to embargoes and/or trade sanctions, it is at the sole discretion of maxon to decide whether the fulfillment of its contractual obligations is permissible and also reasonable for maxon and whether this is a case of FORCE MAJEURE or not.

9.3 If the FORCE MAJEURE incident lasts longer than six (6) months, maxon can cancel the affected orders in whole or in part at any time and at no cost to maxon.

10. Intellectual property rights

10.1 All intellectual property rights, i.e. worldwide all registered and unregistered industrial property rights and other intellectual property rights as well as similar rights, in particular patent, design, trademark, and semiconductor topography rights, copyrights and know-how, as well as applications for these rights and rights to these rights (collectively "INTELLECTUAL PROPERTY RIGHTS") to and in connection with SUPPLIES shall be the exclusive property of maxon or the respective maxon group company. This shall also apply if the Customer was involved in the development of the SUPPLIES and/or paid development or production costs. Upon request, documents including all copies – regardless of the medium – must be returned to maxon immediately.

10.2 SUPPLIES carried out by maxon in compliance with information, sketches, drawings, samples, matrices, and/or other documents of the Customer shall be carried out at the sole risk of the Customer with regard to possible INTELLECTUAL PROPERTY RIGHTS. If INTELLECTUAL PROPERTY RIGHTS of third parties are infringed because of the execution

of such deliveries, maxon shall be authorized to discontinue the execution of the deliveries without further ado. The Customer shall bear any damage resulting from the infringement of INTELLECTUAL PROPERTY RIGHTS of third parties and shall indemnify maxon and its group companies completely and on first request.

10.3 With regard to the liability of maxon, clause 3 of these GENERAL TERMS AND CONDITIONS shall apply.

11. Setoff, assignment, and pledge

11.1 With regard to maxon and any of maxon's affiliated companies, the Customer shall have no right of setoff. The Customer shall have no right to assign its claims against maxon to any third parties and to have third parties collect such claims from maxon. The Customer hereby waives all rights of lien and retention.

11.2 maxon shall be entitled to transfer rights and duties under the contract to third parties.

12. Export Control

12.1 The Parties undertake to comply with all applicable sanctions, embargoes and export control regulations (hereinafter collectively "EXPORT CONTROL LAWS") in connection with the contract. These include all applicable standards (including any future amendments) that sanction, prohibit or restrict certain activities, including, but not limited to,

(i) sale, import, export, re-export, provision, transfer or transshipment of goods, services, technology (including know-how) and/or software (hereinafter collectively "ITEMS");

(ii) financing and/or investment in or direct or indirect transactions or business

with certain countries, territories, regions, governments, projects or specially designated persons or organisations; and

(iii) any other standards issued, maintained or enforced by a sanctioning authority before or after the conclusion of the contract.

12.2 Each Party warrants that, to its best efforts, neither it nor the persons acting on its behalf are sanctioned at the time of the conclusion of the contract. Each Party shall notify the other Party immediately if it becomes a SANCTIONED PERSON. "SANCTIONED PERSON" means any natural or legal person who is on a list adopted pursuant to applicable EXPORT CONTROL LAWS (including EU and US lists), whose assets are frozen or who is subject to other restrictions. A SANCTIONED PERSON also includes any legal entity that is directly or indirectly controlled by a SANCTIONED PERSON.

12.3 maxon reserves the right to delegate (comprehensive) end-user and, if applicable, related shareholder and ownership checks (KYC) of all parties/persons involved in the transaction chain to the Customer. The Customer undertakes to carry out such checks as required and to provide maxon with the results of the transferred KYC checks after two weeks at the latest.

12.4 The Parties undertake to obtain all necessary governmental licences for the import/export/re-export or transfer of ITEMS. ITEMS may not be exported, re-exported or transferred (domestically) without obtaining the necessary valid licences from the responsible authorities. At maxon's request, the Customer must provide maxon with an end-use certificate in the form required by maxon or the responsible authorities. maxon reserves the right to make the delivery of ITEMS dependent on receipt of the relevant documents.

12.5 The Customer warrants that it will not directly or indirectly sell, export, re-export, release, transfer or otherwise transmit the ITEMS received from maxon to (i) SANCTIONED PERSONS or (ii) contracting parties for use or end-use in sanctioned countries, territories, regions, governments, projects. The Customer's obligation also includes not to deliver and/or use any ITEMS for any applications in connection with antipersonnel mines, cluster munitions, nuclear, biological, and/or chemical weapons, and/or carrier systems for the transport of such weapons.

12.6 If Customer's rights and/or obligations under the contract are transferred to third parties, the Customer shall ensure that these third parties also comply with the obligations under this clause 12 and pass them on to other business parties. To this end, the Customer shall set up and maintain an adequate monitoring mechanism to identify any behaviour by third parties in the further commercial chain, including possible resellers, which would frustrate the purpose of this clause 12.

12.7 In the event of a breach of a provision of this clause 12 by the Customer or by a third party, the Customer shall be obliged to notify maxon immediately in writing. Upon request, the Customer shall provide maxon with information on compliance with the obligation under this clause 12 within two weeks. A breach by the Customer of a provision of this clause 12 shall be deemed a material breach of contract and shall in particular entitle maxon to rescind the contract (including any delivery obligations) with immediate effect. Such cancellation shall be without prejudice to any other rights and claims of maxon under law or contract and shall exclude any liability of maxon for claims, losses or damages of the Customer of whatever nature and on whatever legal grounds. Furthermore, the Customer undertakes to compensate

maxon and the maxon group companies for all damages and to indemnify in full and upon first request maxon and the maxon group companies against claims of any kind that may arise in connection with violations of the provisions of this clause 12. maxon will report violations to the responsible authorities within the framework of the applicable EXPORT CONTROL LAWS.

- 12.8 If maxon has justified doubts about compliance with this clause 12, maxon may refuse delivery to the Customer until these doubts have been resolved to maxon's satisfaction. Claims of the Customer against maxon for delay or non-performance due to such doubts, shall, also after the elimination of such doubts, be excluded to the extent permitted by law.
- 12.9 maxon may check the whereabouts of the delivered ITEMS at any time and request the necessary supporting documents from the Customer. maxon is authorised to carry out on-site inspections at the Customer's premises or to commission third parties to carry out such inspections. If the Customer refuses to provide the information or the on-site inspection without comprehensible justification, maxon may terminate the contract in whole or in part without any liability and the Customer shall reimburse maxon for the costs incurred up to that point.
- 12.10 maxon shall not be in default of performance, if maxon is prevented from timely delivery due to an application or authorisation procedure under foreign trade law. In such case, the agreed time for delivery shall be appropriately extended in accordance with the delay incurred by this procedure and all potential legal remedy procedures.
- 12.11 maxon may suspend performance of the contract or terminate the contract in whole or in part if EXPORT CONTROL LAWS subsequently require it, an export licence is missing, or performance becomes unlawful or impracticable for maxon or for maxon group companies or if, at maxon's discretion, performance could damage the reputation of maxon or of maxon group companies. maxon shall not be liable for any costs, expenses or damages caused by suspension or cancellation.

13. Compliance with legal provisions

The Customer undertakes to comply with the wording and intention of all legal provisions and regulations in all countries where its company operates. In addition, maxon expects upright and socially responsible business conduct on the part of the Customer.

14. Changes and additions

Changes to these GENERAL TERMS AND CONDITIONS including this clause 14 and all side agreements must be made in writing.

15. Severability clause

If individual provisions of these GENERAL TERMS AND CONDITIONS ultimately prove to be legally void or unenforceable for legal reasons, the validity of the rest of these GENERAL TERMS AND CONDITIONS shall not be affected. In such a case the Parties shall reach an agreement which replaces the provision in question by an effective provision which in economic terms is equivalent to the original provision as far as possible and the Parties shall submit to such provision.

16. Applicable law

All agreements between the Parties shall be governed by Swiss law, without any reference to the conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

17. Place of jurisdiction

For the resolution of all disputes under or relating to this contract, the Parties shall submit to the jurisdiction of the courts having jurisdiction for Zurich / Switzerland.