

General Terms and Conditions of SPIE ICS AG

1. Scope and validity

These General Terms and Conditions ("GTC") govern the contractual relationship between SPIE ICS AG ("SPIE ICS") and its customers ("Customer"), each of which a "Party" and together the "Parties" with regard to any services provided or products delivered by SPIE ICS. Products (hereinafter "Product" or "Products") include, but are not limited to, hardware, software and third party's services such as cloud services.

These GTC shall apply insofar as not otherwise agreed in writing between the Parties. In the context of an existing business relationship, the GTC shall apply, even if an individual order or contract does not specifically refer to them. Any general terms and conditions of the Customer are excluded unless they have been expressly accepted in writing by SPIE ICS.

The Terms and Conditions for the Provision of Products by SPIE ICS may also apply in the event SPIE ICS makes Products available to the Customer, especially with managed services contracts.

2. Validity of the offer

Only written offers are binding. Unless otherwise specified in the offer, an offer shall be binding on SPIE ICS for a period of 30 days from its date of issue.

In the event of an increase in the price of Products or the cost of labour, SPIE ICS reserve the right to adapt its offer.

A contract is concluded when the Customer gives its acceptance to the submitted offer, signs the submitted contract or accepts the providing of the services by SPIE ICS, whichever is the earlier. SPIE ICS reserves the right to issue an order confirmation.

3. Contract term (start, duration, termination)

The start and duration of the contract are determined in writing by agreement between the Parties, in principle in the contract. Unless otherwise agreed in writing, early termination by the Customer is not possible.

4. Scope of the delivery or services

The content and scope of SPIE ICS contractual obligations are itemized in the offer or the order confirmation of SPIE ICS or described in a separate framework agreement or individual contract. Products or services delivered upon the request of the Customer which are not included in the offer, the order confirmation or the description of services in the framework agreement or the individual contract, will be invoiced to the Customer in addition, in accordance with the currently valid price list of SPIE ICS or of a third party.

Result-based obligation shall be owed only if expressly stated in the offer, the order confirmation, the framework agreement or the individual contract.

Price offers do not include expenses, goods or materials incurred or needed due to unusual environmental or Customer needs, in respect of which SPIE ICS was not informed by the Customer (e.g. the provision of tools, material and other resources which are usually unnecessary, waste management or other conditions requiring special attention).

SPIE ICS' offers are based on the equipment installation known at the date of issue of the offer. Additional expenditure for goods, materials or services due to subsequent changes, particularly in-compatible hardware and software versions, shall be borne by the Customer.

SPIE ICS can make adjustments or provide similar products, insofar as no significant deterioration in performance follows and this is reasonable.

Furthermore, the Customer is aware and acknowledges that third party providers may stop or adjust at any time their products or services and their contractual terms. Additional expenses and costs, including additional services made necessary by the adjustment or the stop, shall be borne by the Customer.

SPIE ICS is authorized to make partial deliveries and partial performance.

5. Subcontracting, products and services of third parties

5.1 Sub-contracting

SPIE ICS is authorized to engage third parties to perform the contract.

If SPIE ICS expressly undertakes to act as general contractor vis-à-vis the Customer, it shall be liable for involved third parties in the same way as for itself. Otherwise, SPIE ICS shall only be liable for the choice, instruction, and supervision of the involved third party.

Should the Customer ask SPIE ICS to engage a specific third party, the Customer shall bear the risk of non-performance or defective performance on the part of that third party.

5.2 Third parties' products and services

For third parties' products, services or alike, the provisions of such third party shall exclusively apply, especially all provisions regarding terms of delivery, license terms, warranties, and guarantees along with liability regulations. This is irrespective of whether these provisions have been designated as such or of whether such provisions have been agreed between the third party concerned and the Customer or between SPIE ICS and the Customer. The Customer shall approve these provisions when requested. If the Customer does not receive the provisions directly from the third party concerned, SPIE ICS provides them to the Customer on demand.

SPIE ICS and/or third-party providers are at any time entitled to audit the Customer's compliance with the contractual provisions. Each party shall bear its own costs, unless otherwise provided in the third-party provisions.

SPIE ICS is at any time entitled to transfer further requirements and/or rights of third parties concerned to the Customer.

6. Requirements and obligation to cooperate

The Customer has an obligation to cooperate with SPIE ICS. In particular, the Customer shall make available to SPIE ICS an appropriate number of sufficiently qualified technical employees, any necessary information and documents and the technical environment required, under its own responsibility, in a timely manner, in full and proper working condition. Further, the Customer shall timely draw SPIE ICS' attention in advance to unusual environmental conditions, needs or special circumstances / situations requiring special attention. The Customer shall be responsible for providing any training to its staff, as the case may be.

If SPIE ICS works at the customer's facility, the Customer shall furnish adequate office space and services and shall provide SPIE ICS' employees with the necessary access to computer and communication systems, including hardware and software, and to its own employees, as well as to documentation and records of the Customer in good time and to the extent these are required by SPIE ICS to perform the contract. In case of any remote access to systems of the Customer, the Customer must also provide a secured access, under its own responsibility. The access shall be carried out by mutual agreement. Any confidentiality agreements must be complied with in this respect. The transmission devices required for the remote access shall be provided by the Customer at its own expense.

For services, it is assumed that the environmental conditions meet

the specifications of the manufacturer's product description. If such is not the case, any expenses concerning adjustment shall be paid separately by the Customer.

In the event the Customer does not provide the essential services, support, information, materials, test data, or access authorization to systems and necessary facilities, etc., or in the event the Customer does not comply with its obligation to cooperate, SPIE ICS is entitled to charge the corresponding additional costs (including delays related to the non-performance of the obligation to cooperate) to the Customer separately and/or to terminate the contract after formal notice. Agreed deadlines will be rescheduled accordingly.

Unless explicitly stated otherwise, the Customer is sole accountable and responsible for the security of its own system and for the backup, storage, and protection of its data. Unless explicitly agreed between the parties, the purchase of a Product or service does not include an overall analysis of their cyber security system and does not guarantee state-of-the-art cybersecurity.

The Customer is sole responsible for obtaining the terms and conditions applicable to the third party Products. The Customer complies with all terms and conditions applicable to the Products and SPIE ICS shall not be held liable for any breach of these terms by the Customer. The Customer indemnifies, defends, and holds harmless SPIE ICS against any claims, (including legal fees) arising from the Customer's failure to comply with the applicable GTC.

Additional obligations to cooperate on the part of the Customer may be specified in the offer, the order confirmation, the framework agreement or the individual agreement (e.g. description of services, specifications or other technical descriptions).

The obligation to cooperate is an essential obligation on the part of the Customer.

7. Inspection and acceptance

7.1 Inspection

If the service is provided under a contract for work and services, the Customer shall verify the fulfilment of the performance specifications by means of an inspection. In case of separately definable and economically separate performance, SPIE ICS may request that a partial inspection and acceptance be carried out. In such case, the entire project installation shall be considered approved when the final partial inspection and acceptance ("final inspection") is completed. Previous partial inspections shall not be affected by the successful completion of the final inspection.

7.2 Inspection readiness

Upon completion of the services provided under a contract for work and services, SPIE ICS shall declare to the Customer that it is ready for inspection. Within one week of receipt of such declaration at the latest, the Customer shall carry out inspection tests and declare that the system is accepted by counter-signing the inspection protocol.

7.3 Error classes

The following error classes are agreed for the performance of inspections:

Error Class 1

The intended use of the installation (in terms of commercial use) is not possible or is unreasonably limited or hindered by the error.

Error Class 2

The intended use of the installation is restricted, but not to the extent that it is impossible to proceed with the inspection process.

Error Class 3

The intended use of the installation is not or only insignificantly restricted by the error.

The final assignment of these errors to one of the above error classes is carried out by mutual agreement between the parties. In

doing so, it should be stated whether the error is inconsistent with the agreed services or whether it constitutes a change request from the Customer.

Errors in error class 1 are "substantial inconsistencies"; errors in error classes 2 and 3 are "insubstantial inconsistencies". Insubstantial inconsistencies do not entitle the Customer to withhold final approval. They will be removed by SPIE ICS under warranty according to a schedule drawn up jointly.

7.4 De facto final inspection

The final inspection shall be deemed to have been successfully completed if the Customer fails to accept or refuses to accept the system without stating sufficient grounds, even though SPIE ICS, after declaring inspection readiness, has granted a grace period of 5 working days. Furthermore, the service performed shall be deemed to have been approved and accepted as soon as it is used by the Customer in an operational manner.

8. Changes in the agreed services

During the term of the relevant individual contract, both parties may agree to change the agreed services, as well as to adjust remuneration, deadlines and other contractual items at any time in writing. As long as there is no written agreement, the services shall be carried out pursuant to the existing contractual agreements or, on the written instructions of the Customer, wholly or partially suspended without compromising the remuneration provided for that purpose.

Any additional expenses and costs shall be borne by the Customer. The parties shall further agree on new deadlines in the event of changes in the agreed services.

9. Deadlines and default

Unless otherwise agreed in writing, the contractual obligations of SPIE ICS shall not be subject to fixed term delivery time. If SPIE ICS is late, the Customer must grant a reasonable grace period twice in writing as to put SPIE ICS in default.

If SPIE ICS does not fulfil its performance obligations even after the expiry of the second grace period, the Customer shall be entitled to rescind the contract in question, whereby services already performed that may reasonably be used by the Customer shall not be covered by the rescission. Under no circumstances shall any delay in delivery entitle the Customer to a claim for damages. The exercise of the rights conferred by art. 366 al. 2 SCO is expressly excluded.

10. Price

10.1 In general

The offer, order confirmation, framework agreement or the relevant individual contract sets out the price of the services delivered by SPIE ICS. All prices are net in Swiss Francs (CHF), excluding VAT.

All prices are in accordance with the agreed payment schedule. Unless otherwise agreed, clauses 10 and 11 shall apply.

10.2 Expenses

Unless otherwise agreed, expenses (such as packaging, transport costs, postage, phone costs, costs for travel, accommodation and subsistence, tapes, ribbons, toner kits, removable discs, and on the like), shall not be included and are to be separately invoiced.

In addition, the costs for expenses and transport to the installation site shall be borne by the Customer, if special carrier services, forklifts, cranes and additional insurance is necessary or, in general, special costs arise.

Unless otherwise agreed, the costs for the technical inspection as well as for the installation of the Products shall not be included in the purchase price. The relevant hourly rate and the approximate installation costs shall be specified in the relevant individual

contract.

If the Customer needs cable material in addition to the manufacturer's standard delivery, the additional costs shall be borne by the Customer.

In any case terminal cables shall be invoiced separately and according to the requirements.

10.3 Working hours

Unless otherwise agreed, the pricing shall be for services performed by SPIE ICS during the regular working hours of SPIE ICS¹. With regard to services provided outside the regular working hours, the rates and additional charges (especially labour law regulations) pursuant to the current SPIE ICS pricelist shall apply.

Travel time is considered working time.

10.4 Adjustments

SPIE ICS may adjust its prices to the latest Swiss Consumer Price Index published by the Federal Statistical Office. The reference base shall be the level of the Swiss Consumer Price Index at the date of contract conclusion.

In addition to adjusting prices to the Swiss Consumer Price Index, SPIE ICS may also adapt its prices to changing market conditions (incl. but not limited to increase in labor costs, third party costs/prices, changes in exchange rates or customs duties). SPIE ICS shall proceed as follow:

- a) With regard to its own services, whether these constitute all or part of the services provided, SPIE ICS shall inform the Customer in writing about the price adjustment 30 days before it takes effect. The Customer can refuse this adjustment in writing within 15 days. In that event, SPIE ICS may terminate the contract wholly or partly with a 30-day notice period;
- b) With regard to third party products or services, whether these constitute all or part of the services provided, SPIE ICS shall inform the Customer in writing of the new price at least 30 days before the adjustment takes effect.

This clause is without prejudice to price changes due to a subsequent amendment to the contract or changes due to legal requirements (tax, overtime surcharge, etc.).

11. Payment conditions

11.1 Lump-sum payment

Unless otherwise agreed:

- a) for material, equipment, hardware, software and third-party services, 50% shall be due upon ordering, 50% shall be due upon delivery;
- b) for the provision of services, 50% shall be due upon ordering and 50% upon providing the services;
- c) for project performance, 30% shall be due upon ordering, 50% upon delivery and 20% upon installation.

11.2 Recurring payments

Unless otherwise agreed in the contract, recurring payments shall be due annually in advance.

11.3 Remuneration according to time and effort

Remuneration according to time and effort shall be due after the service has been provided or on a monthly basis, whatever is earlier.

11.4 General provisions

The remuneration shall be due pursuant to the payment schedule. SPIE ICS shall claim the amounts due by submitting an invoice.

All invoices are to be paid without deductions within 30 days of their date of issue.

Any complaints about invoices must be notified in writing to SPIE ICS within 10 working days, or else the invoice shall be deemed to have been approved. If an invoice is disputed for legitimate reasons, the Customer must pay the undisputed part of the invoice by the due date. Failing this, the Customer will be in default of payment.

SPIE ICS shall be entitled at any time to demand a reasonable advance payment or collateral for the entire or partial payment. For example, a guarantee from a Swiss bank rated AAA shall be deemed sufficient collateral.

In case of default on payment, the Customer must pay interest of 5% from the maturity date. The Customer must make the payment even if he has warranty claims pursuant to the provisions herein-after. Any costs for collection (attorney / debt collection agency, etc.) shall be borne by the Customer. This clause is without prejudice to claims for other damages resulting from the Customer's default.

Any set-off against claims is excluded without the express written consent of SPIE ICS.

12. Breach by the Customer of its contractual obligations

If the Customer is in breach of its contractual obligations, despite a written warning from SPIE ICS with a 10 working days deadline or if the Customer is in material breach of its contractual obligations, SPIE ICS may terminate the contract with immediate effect.

In the event of a default of payment by the Customer, these additional rules apply: A default of payment by the Customer despite a written warning from SPIE ICS with a 10 working days deadline shall entitle SPIE ICS to suspend the performance of contractual services and the delivery of Products for the duration of the default period and to resume performance or delivery only once the payment is made and / or any required security is provided. The temporary suspension of services does not affect the Customer's obligation to pay all fees. The initially agreed dates shall be deferred due to the delay, without placing SPIE ICS in default. Legal provisions shall further apply. In addition, SPIE ICS may require full payment in advance for any service and for any order or delivery of Products ordered by the Customer. At its own discretion, SPIE ICS can alternatively terminate the contract with immediate effect and is entitled to compensation.

In the event of a termination in breach of the contract by the Customer, or in the event of an termination by SPIE ICS for breach of the contract by the Customer, SPIE ICS is entitled to the following compensation: all fees which would have been due until the next term of the contract as well as all costs caused by the early termination, whatever the cause, in particular debt collection costs, after deduction of the costs saved as a result of the early termination.

13. Transfer of benefit and risk, reservation of proprietary rights

Unless otherwise agreed, the benefits and risks pass "Free Carrier" (FCA, Incoterms 2020).

The property of all SPIE ICS or third party Products delivered to the Customer shall pass to the Customer only upon full payment. As long as the agreed remuneration is not fully paid, SPIE ICS or the third party has the power to register at the Customer's expense a retention of title with regard to all the items owned by SPIE ICS or third party which are in the possession of the Customer.

14. Intellectual property

Copyrights, know-how, and other protected rights shall remain the property of SPIE ICS or third-party provider, such as licensors or services providers, and are commercial secrets. Unless otherwise

¹ Monday to Friday 8h-17h; except legal holiday / night, Saturday and Sunday work.

agreed with SPIE ICS or specified by the authorized third-party provider, the Customer shall have the non-transferable and non-exclusive right to use the commissioned work, such as the work results, documentation, analyses, evaluations or software, etc. as soon the agreed remuneration has been fully paid. The right to use shall not include a right of delivery of new releases.

With regard to the intellectual property of third parties, the provisions of the manufacturer or provider concerned shall exclusively apply according to clause 5.2.

Unless otherwise agreed in writing, the software provided to the Customer may only be installed and used on the specified equipment and systems for its own internal purposes alone and shall under no circumstance be made accessible or transferred to third parties.

15. Warranty

15.1 In general

Legal warranty provisions are excluded to the extent permitted. The following conditions shall apply exclusively in place of legal provisions.

15.2 Own services

a) Project and consulting services

SPIE ICS warrants that the services are performed with due care and diligently.

b) Operating, maintenance, support, managed and cloud services

SPIE ICS warrants that all its services, especially its operation, maintenance, support services and managed services as well as its own cloud services, are provided with care and that the agreed service levels are met. Insofar as not expressly provided in the service levels, SPIE ICS cannot fully guarantee an error-free, failure-free, incident-free, vulnerability-free or uninterrupted service. The provisions defined in the offer or agreed in the framework agreement respectively in the individual contract shall exclusively apply. Clause 9 shall not apply.

c) Services provided under contract for work and services

SPIE ICS warrants that the work result corresponds to the contractually agreed terms of reference on the acceptance date.

In case of any defect covered by the warranty, the Customer shall initially only be entitled to repair. If SPIE ICS cannot make the adequate repair within an adequate timeframe, the Customer shall again notify a reasonable grace period to remedy the defect. If SPIE ICS is still unable after the expiry of this period to provide evidence of fulfilment of the specified criteria, the Customer may exclusively

- a) require an appropriate price reduction or
- b) in case of a significant defect that overall prevents the Customer from using the work, rescind the contract in question, whereby services already performed that may reasonably be used by the Customer shall not be covered by the rescission.

The warranty period is 6 months.

d) General provisions

Claims for defects must be made in writing within 30 days of discovery thereof, at the latest during the warranty period. The warranty period shall begin a) on the date of receipt of the ordered goods or b) upon the acceptance of the delivered work. If a start-up takes place prior to the acceptance, the warranty period shall begin on the start-up date.

If the verification of a reported defect shows that it is not covered by the warranty, the costs of verification and repair shall be charged to the Customer at the conditions of the current SPIE ICS service price list.

Warranty claims shall be handled during the regular working hours² within a reasonable time. Extended readiness and response times shall be warranted only with the conclusion of a corresponding maintenance contract.

15.3 Manufacturer's Products

With regard to third party products and services, the warranty provisions of such third party shall exclusively apply according to clause 5.2.

SPIE ICS does not guarantee the availability of Products and accepts no liability if the Product should become unavailable for any reason whatsoever.

15.4 Warranty exclusion

Warranty coverage shall cease in the case of any occurrence within the sphere of influence of the Customer, in particular if any result of contractually agreed performance is altered or incorrectly installed, maintained, repaired, or used by the Customer or a third party, unless the Customer provides evidence that such circumstances were not the cause of the reported defect. Any further warranty exclusions according to clause 5.2 shall apply.

In such case, the services are provided on a best effort basis, insofar as this is agreed between SPIE ICS and the Customer and this is possible and the Customer pays any additional expenditure.

15.5 Warranty of title by SPIE ICS

SPIE ICS shall ensure that its services do not infringe third party rights which are recognized in Switzerland.

SPIE ICS shall hold the Customer harmless against any third-party claims of copyright infringement at its own cost and risk. The Customer shall inform SPIE ICS of any such claims in writing without delay and grant it the exclusive responsibility for any procedures and action for the judicial or extra-judicial settlement of the dispute insofar as possible and permissible. The Customer shall provide SPIE ICS reasonable assistance.

If a complaint is filed for breach of protection rights or precautionary measures are sought, SPIE ICS may, at its own cost and discretion, either provide the Customer with the right to use the software free from any liability in respect of industrial property rights, or customize the software or replace it with another, which meets the main contractual requirements or pay compensation in accordance with clause 16.

With regard to third party products and services, the provisions of the third party concerned shall exclusively apply.

15.6 Warranty of title by the Customer

In the case of legal claims by third parties in connection with data, content or equipment provided by the Customer (especially software licenses), the Customer shall hold SPIE ICS harmless and provide and pay for adequate defence against such claims.

16. Liability

The liability of SPIE ICS, regardless of the legal grounds (including liability in respect of auxiliaries pursuant to Article 101 SCO) for evidenced direct material and pecuniary damage (including any penalties) caused by SPIE ICS and for which SPIE ICS is responsible and at fault, shall be, to the extent legally permitted, limited

- a) in respect of lump-sum payment contracts, to 30% of the agreed total price under the relevant contract, however no more than a maximum of CHF 100'000. - per contract.

² Monday to Friday 8h-17h; except legal holidays / night-time, Saturday and Sunday work.

- b) in respect of contracts with a recurring payment, to 30% of the agreed annual payment under the relevant contract, however no more than a maximum of CHF 100'000. - per contract year.
- c) in respect of contracts with payment according to time and effort, to 30% of the remuneration paid during the previous 12 months under the relevant contract, prior to the occurrence of damage, however no more than a maximum of CHF 100'000. - per contract.

SPIE ICS' liability for indirect damages, consequential damages, loss of profit or third-party damages, irrespective of the legal grounds, is expressly excluded to the extent legally permissible. Liability for damages caused by the Customer (for example as a result of improper handling, negligence, breach of the cooperation obligation) or due to the involvement of third parties who are not considered auxiliaries of SPIE ICS, as well as liability for loss of and damage to data, is equally excluded.

With regard to third party products or services, the liability provisions of the third party concerned shall exclusively apply. However, in no event shall such liability extend beyond the scope of the liability provisions set out under paragraphs 1 and 2 hereinabove.

Insofar and to the extent a case of force majeure should occur, SPIE ICS shall not have any obligation to render services and shall not be responsible for any damage caused nor for contractual penalties if any. Force majeure shall particularly include, but not limited to, natural events such as e.g. lightning, earthquakes, landslides, avalanches, volcanic eruptions, fires and floods, strikes, lockouts, pandemics, epidemics, war and warlike events, terrorism, technical sabotage such as e.g. hacking, DDOS attacks, malware and ransomware, non-delivery by a third party, official decrees, especially trade sanctions and other governmental restrictions, and the like.

17. Confidentiality / Data protection

The Parties shall maintain confidentiality in respect of all facts, related to the contractual relationship, which are neither public nor generally accessible and which come into their possession as a result of this contract. In case of doubt, information and data must be kept confidential. The duty of confidentiality shall already exist at the time of the contract negotiations prior to the conclusion of the contract and shall also apply after termination of the contractual relationship.

The Parties shall process personal data of the other Party in accordance with the applicable data protection legislation. The Parties shall conclude a data processing agreement if legally required.

As part of the business relationship, processing of data such as Customer address, installation location, contact person (incl. contact details) and specification of the delivery is inevitable.

The Customer (for himself and on behalf of all relevant representatives, employees and commissioned third parties) hereby acknowledges that SPIE ICS discloses such data, within its group of companies as well as to the third parties relevant for the provision of services, in Switzerland and abroad, and has them processed for the same purposes; in particular by the companies belonging to the same group in the European Union, which performs group-wide functions and are responsible for the relevant systems.

18. Transfer of rights and obligations

Without the prior written approval of SPIE ICS, the Customer is not allowed to transfer any rights (including claims) and obligations under their existing contractual relationship to third parties.

SPIE ICS is authorized to assign its claims to a partner for the purpose of refinancing. Said partner shall be authorized to transfer ownership of the leased infrastructure and/or the claims so

acquired, in full or in part to third parties, with the right to further transfer ownership rights and/or said claims.

19. Ethical principles

Each Party conducts its business in accordance with all applicable laws, regulations, and ethical standards, including adherence to the Ten Principles of the United Nations Global Compact and takes all necessary measures to ensure its activities align with these standards. These principles encompass respect for human rights, labor rights, environmental sustainability, and anti-corruption measures.

20. Export regulations and restrictions

SPIE ICS, its products and services are subject to the laws of Switzerland and may be also subject to the laws of other countries, e.g. the United States of America, including but not limited to, export control laws and other trade restrictions. Customer warrants to comply with all applicable national and international laws and regulations.

Customer represents and warrants that neither Customer nor its affiliated companies are (a) under any economic sanction or trade restriction, or (b) controlled or held, to the best of their knowledge, by a person or entity who is under any economic sanction or trade restriction, nor (c) under investigation or proceeding by authorities.

Customer shall not, directly or indirectly (a) re-export any of the products and services provided by SPIE ICS without prior approval of SPIE ICS (b) make deliveries to or for use by any embargoed territory, person, or entity, or to any person or entity owned or controlled by any of the foregoing (c) transfer to any other person or entity any of the products and services supplied by SPIE ICS for use in any activities related to the design, development, production or use of any nuclear, chemical or biological weapons, or any missiles, rocket systems or unmanned aerial vehicles.

Customer shall defend, indemnify, and hold SPIE ICS harmless from any claim against or penalty incurred by SPIE ICS as a result of the failure of Customer or its affiliated companies to comply with such laws and regulations.

Customer shall provide SPIE ICS with all information reasonably necessary to determine that Customer complies with all applicable laws and regulations upon request, including but not limited to the end-user statement.

If any necessary authorization for exports is denied or revoked, or if applicable export control regulation or trade restrictions prohibit SPIE ICS from fulfilling any order, or fulfillment of a contract would in SPIE ICS's judgment otherwise expose SPIE ICS or affiliated companies to any risk based on current or foreseeable trade and export regulation, SPIE ICS is entitled to (a) cancel such order, (b) refuse to deliver products or services and/or (c) rescind affected contracts. SPIE ICS shall not be liable for any damages, penalties, costs, claims or indemnity and the like under the affected contracts.

21. Jurisdiction and Applicable Law

In the event that any provision of the Contract or its appendixes, including the is invalid, illegal or unenforceable, such provision shall be interpreted so as to reflect the intent of the Parties as closely as possible, to the maximum extent permitted by the applicable laws. The remaining provisions shall remain valid and shall continue to bind the Parties.

In case of any differences of opinion, the parties undertake to seek an amicable settlement before referring to the judge.

The applicable law is substantive Swiss law, with the exclusion of any rules on conflict of laws and international conventions; the application of the Vienna Sales Convention of 1980 on the International Sale of Goods is in particular excluded.

THE PLACE OF JURISDICTION IS BERN.