

## General Terms and Conditions of Sale

Version 2020

### 1. General Remarks

- 1.1 The following General Terms and Conditions shall govern the relationship between the Customer and Sensile Medical AG (hereinafter referred to as "Sensile"), insofar as these are not amended or replaced by means of individual written agreements.
- 1.2 These General Terms and Conditions become legally binding with either Sensile's written confirmation of an order or the Customer's written acceptance of a written offer from Sensile.
- 1.3 Terms and conditions of the Customer, which differ from these General Terms and Conditions shall not apply, unless Sensile has expressly accepted such terms or conditions in writing.
- 1.4 Sensile reserves the right to amend these General Terms and Conditions at any time.

### 2. Nature and Scope of Sensile's Goods and Services

- 2.1 Nature and scope of goods and services owed are exclusively defined in Sensile's written offer accepted by the Customer in writing, or in the Customer's order confirmed in writing by Sensile. Changes and amendments of the scope of performance shall be binding only in written form.
- 2.2 Sensile is entitled to change or amend goods and/or services agreed upon between the parties if such changes or amendments improve Sensile's delivery of goods and/or performance of services without an increase in the price.

### 3. Third Parties

- 3.1 The Customer shall assist Sensile in a reasonable manner and to the extent necessary, in due time and at its own cost in terms of resources, information and access to its premises in the fulfilment of Sensile's delivery of goods and/or performance of services.
- 3.2 For the delivery of goods and/or performance of services Sensile is entitled to consult with third parties or to partly or entirely entrust third parties with such delivery of goods and/or performance of services. Sensile shall inform the Customer prior to any major assignment of delivery of goods and/or performance of services to a third party.

### 4. Confidentiality

Sensile will not disclose Customer's confidential information to third parties without the prior written approval from Customer. In the event of any conflict or inconsistency between these General Terms and Conditions and the terms and provisions of a non-disclosure agreement between the parties, the terms and provisions of the non-disclosure agreement shall control.

### 5. Compliance with Regulations

- 5.1 The Customer shall indicate to Sensile in writing all legal or technical rules, regulations and standards relating to Sensile's delivery of goods and/or performance of services before Sensile prepares an offer.
- 5.2 Sensile's delivery of goods and/or performance of services shall solely comply with such rules, regulations and standards, which are mentioned in Sensile's offer, unless otherwise agreed upon by the parties.

### 6. Prices

- 6.1 All prices are indicated in Swiss Francs (to the exclusion of VAT), unless otherwise agreed upon by the parties. Expenses in connection with the delivery of goods and/or performance of services will be charged in addition.
- 6.2 The Customer shall bear any kind of transport cost, taxes, charges, fees and duties which are levied in connection with the delivery of goods and/or performance of services or shall, if Sensile is liable to pay such taxes, charges, fees and duties, reimburse Sensile on proof of payment.

### 7. Terms of Payment

- 7.1 Unless otherwise agreed by the parties in writing, goods delivered and/or services performed will be invoiced according to their degree of performance on a

monthly basis in the form of an intermediate or final statement of account.

- 7.2 All sums invoiced are due and payable without any deduction within thirty (30) days following the invoice date.
- 7.3 If advance payments or payments on account are not effected as agreed between the parties, Sensile shall be entitled to withdraw from the contract without any further action. In any case, Sensile's right to claim damages shall be reserved.
- 7.4 In case the Customer defaults on the payment, Sensile shall, without any further action, be entitled to suspend the delivery of goods and/or performance of services effective immediately until the balance due has been paid in full. If the Customer still fails to pay within the following thirty (30) days, Sensile shall be entitled to withdraw from the contract without prejudice to its further legal rights. In any case, the right to claim damages is reserved.
- 7.5 Should the Customer be in default as to the payment, the Customer shall, without further reminder owe penalty interests in the amount of five percent (5%) per annum from the thirtieth (30<sup>th</sup>) day following the receipt of the invoice.
- 7.6 The parties shall not be allowed to set off their mutual claims and/or receivables without the prior consent of the other party.

### 8. Retention of Title

- 8.1 Sensile remains the owner of goods manufactured or ordered for the Customer until payment has been received in full.
- 8.2 The Customer shall assist Sensile in protecting Sensile's property. In particular, Sensile shall be entitled to have registered or annotated the retention of its property rights in public registers, records or books in accordance with the applicable national laws. The Customer takes all measures to ensure that the retention of title will neither be rescinded nor impaired.
- 8.3 The Customer shall at his own expense maintain supplied goods during the period of the retention of title and shall immediately procure insurance coverage against all risks for the supplied goods.

### 9. Transfer of benefits and risks

Benefits and risk shall pass to the Customer according to the terms of delivery agreed upon in Sensile's written confirmation of an order or the written offer from Sensile and/or any individual agreement.

### 10. Examination and Acceptance

- 10.1 Upon receipt of a delivery of goods and/or services, the Customer shall within ten (10) working days test the products and notify Sensile in writing of any apparent defects of the goods and/or services ("acceptance period"). The Customer shall provide Sensile with all available information concerning such defect.
- 10.2 The parties acknowledge and agree that minor errors that do not materially impair the function or quality of the goods and/or services found during the acceptance period shall not prevent the acceptance of the goods and/or services. If the Customer does not notify Sensile in writing of any apparent defect of the goods and/or services within the acceptance period, the Customer shall be deemed to have accepted the goods and/or services delivered.

### 11. Warranties, Liabilities and Indemnities

- 11.1 All claims of the Customer against Sensile with respect to warranties or liabilities shall exclusively be governed by the following provisions; there shall be no further remedies or claims against Sensile.
- 11.2 If Sensile is notified in writing of any material defect, Sensile agrees to either repair or replace the goods and/or services, or refund or reduce, respectively, the purchase price of the non-conforming goods and/or services, at Sensile's sole discretion.
- 11.3 If the Customer claims the goods and/or services to be defective, Sensile is entitled to examine the concerned goods and/or services within a period of two (2) weeks. Goods shall be returned to Sensile by the

- Customer in alignment and previous agreement with Sensile only. Sensile will bear all costs of delivery if the claim asserted by the Customer is justified; otherwise the Customer shall bear all costs incurred. Any return of goods by the Customer without following the herein described procedure may be rejected by Sensile.
- 11.4 The aforementioned warranty of Sensile is subject to proper handling, storage and transportation of the goods. Sensile shall in no event be liable for defects due to treatment and/or processing of the goods after delivery to the Customer.
- 11.5 In no event shall Sensile be liable for consequences resulting from the infringement of Sensile's instructions or operating conditions (such as manuals, technical data-sheet, definition of the operating or production environment, etc.) by the Customer or a third party.
- 11.6 The Customer is obliged to thoroughly test any ordered functional models, prototypes, pre-series, test-series, etc. Failure to do so relieves Sensile of any liability. In particular, the Customer bears all risks associated with a premature serial production.
- 11.7 The replacement, repair, refunding or reduction, respectively, of the purchase price of the goods and/or services shall constitute the Customer's sole remedy for material defects of the goods and/or services. The express warranty granted hereunder shall apply only to the Customer and not to the Customer's customers, agents or representatives.
- 11.8 In addition, Sensile shall immediately be released from all liability whatsoever if the Customer, after the emergence of a defect, fails to take all reasonable and appropriate measures to prevent or reduce damages or fails to give Sensile the unrestricted opportunity to remedy the defect.
- 11.9 After one (1) calendar year, any and all warranty and liability claims of the Customer shall be time-barred, such limitation period starting at the time of the partial or entire performance by Sensile. Performance is made in full or in part with any dispatch, any transfer or delivery of a product, a work, goods, a result, a partial result or result of a test to the Customer.
- 11.10 For all performances of a third party or parts thereof which are separately specified in Sensile's written confirmation of an order or the written offer from Sensile and/or any individual agreement Sensile shall exclusively be liable to the extent of the liability and warranty set forth by such third party, which however shall in no event exceed the liability of Sensile provided hereunder.
- 11.11 Excluded from any representation is the issue whether software, newly developed by Sensile, can, without any error, be used continuously and in all combinations the Customer desires, with any data, any electronic data processing system and any electronic data processing programs.
- 12. Limitation of liability**  
In no event shall Sensile be liable, whatever the cause thereof, for loss of business or goodwill, loss of revenue or loss of profits, loss of production, cost of line stops or any other indirect or consequential or punitive loss or damage incurred by the Customer and arising under or in connection with Sensile's written confirmation of an order or the written offer from Sensile and/or any individual agreement. Notwithstanding anything to the contrary, save for damages arising out of Sensile's gross negligence or wilful misconduct, the total aggregate liability of Sensile under or in connection with Sensile's written confirmation of an order or the written offer from Sensile and/or any individual agreement shall not exceed the lower of the CHF value of the goods and/or services actually delivered, or a total of CHF ten (10) million.
- 13. Intellectual Property**  
13.1 All intellectual property, in particular all intellectual property rights related to Sensile's technology (micro pump) shall be retained by Sensile.  
13.2 The Customer may not use the intellectual property of Sensile without the prior written approval of Sensile.  
13.3 Should third parties claim that their intellectual property is being breached by Sensile products, then the Customer shall inform Sensile thereof in writing without delay. The Customer shall to the best of its ability, and in accordance with Sensile's instructions, help Sensile defend itself against such claims.
- 13.4 If the Customer ascertains a possible impairment of Sensile's intellectual property, then it shall inform Sensile thereof in writing without delay, and shall to the best of its ability, and in accordance with Sensile's instructions, help Sensile safeguard its rights.
- 14. Data protection**  
14.1 The parties undertake to comply with the applicable data protection provisions and to effectively protect the data arising from the performance of the contract against unauthorised access by third parties.  
14.2 Without the consent of the Customer, Sensile collects only the data necessary for the execution of the contract. By sending the order, the Customer agrees to the storage of its personal data – such as contact details and bank details – and declares its full consent to the use of its data by Sensile for purposes of fulfilment of the contract.  
14.3 Sensile is entitled to involve third parties and to make the necessary data available to these third parties, insofar as this is necessary for the fulfilment of the contract.  
14.4 The relevant customer data protection information for customers and suppliers informs the Customer about the way how Sensile uses its personal data and how Sensile protects this information.  
14.5 The Customer is aware that Sensile has to disclose the personal data if it is required by law or court order or other governmental order or request. In that case, Sensile will give the Customer prompt written notice.
- 15. Force Majeure**  
15.1 A party shall not be in default and not be liable for a failure to perform any of its obligations if it can prove that the failure was due to an impediment beyond its own or its contractors', vendors', suppliers' or subcontractors' control, including but not limited to: acts of God, total or partial destruction of the production plant or site, shortages, conditions of war, mobilization, insurrection or civil disturbance, revolution, fire, epidemics, quarantine restrictions, unusual severe weather conditions, embargoes or trade restrictions or any other events which can be considered as Force Majeure according to the international practice.  
15.2 The party affected from a Force Majeure event shall promptly notify the other party of such event stating the anticipated effects and the duration of the delay.
- 16. Final Provisions**  
16.1 These General Terms and Conditions are subject to Swiss law to the exclusion of conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).  
16.2 The ordinary courts at the registered domicile of Sensile shall have exclusive jurisdiction for any dispute between the Customer and Sensile. However, Sensile shall also be entitled to enforce its rights against the Customer at the latter's registered domicile or before any other competent court.  
16.3 The validity of these General Terms and Conditions shall be unaffected by invalidity or voidance of individual provisions. Null and void provisions shall be substituted by alternative provisions which approximate as closely as possible to the meaning and purpose of the invalid provisions.