

General Terms and Conditions of Sale (GTC)

General Provisions

Subject matter and scope of application

PSS IT Solutions SA, hereinafter referred to as "PSSIT", offers its clients a comprehensive range of services and products in the IT sector. SPOCIT (see below "PSSIT Services") is a registered trademark of PSS IT Solutions SA. The services and/or products are defined in specific offers to clients or in individual contracts concluded between the client and PSSIT. These documents regulate in particular the nature, scope, duration, and pricing of the services to be provided by PSSIT. As soon as the client accepts to receive services from PSSIT, these general terms and conditions are considered an integral part of the individual contract. Any general purchasing conditions or other conditions of the client shall apply only to the extent that they have been expressly accepted in writing by PSSIT. PSSIT reserves the right to modify these general terms and conditions and other conditions at any time. The GTC are accessible at any time on the PSSIT website at: <https://www.pss.ch/cgv>.

PSSIT Services

PSSIT provides its services in accordance with the conditions agreed upon in these provisions and in individual contracts. PSSIT fulfills its contractual obligations professionally and with care. PSSIT is authorized to engage third parties for the provision of services.

Client Obligations

The client undertakes to provide PSSIT, free of charge, with the information necessary for the completion of its mission. Furthermore, the client undertakes to establish and maintain within its environment the operational, personnel, organizational, technical, and other conditions necessary for the provision of services by PSSIT, and to maintain these conditions so that PSSIT can continue to provide services (e.g., access authorization for PSSIT staff). Responsibility for the selection, configuration, assignment, and use of products and their suitability for the intended purpose lies with the client. The client is solely responsible for taking the security measures required to protect stored data in the event of destruction. Any delay or additional expense incurred by PSSIT due to late or imperfect execution of preparation or collaboration obligations shall be borne entirely by the client.

Prices, price modifications, and payment conditions

The prices indicated in the offer are based on the data known at the time of its establishment and cover only the services and/or products mentioned therein. Unless otherwise stated, prices are net in Swiss Francs and exclude VAT, from PSSIT's domicile. Swiss VAT is billed in addition at the rates valid at the time of invoicing. PSSIT invoices are due net on the 15th day following the invoice date, without any deduction. Unauthorized deductions will be re-billed as administrative fees. In case of late payment, PSSIT is authorized to charge, from the date of the first reminder,

default interest of 5% per annum, collection fees, and administrative fees. The client is not authorized to offset any counter-claims against PSSIT's receivables.

Liability

PSSIT is liable for direct damages only if it is proven that they were caused intentionally or through gross negligence. Liability for damages due to slight negligence is, in all cases, limited to the amount of the remuneration corresponding to the service concerned, with a maximum of CHF 50,000 excluding VAT. Any additional liability of PSSIT for damages of any nature whatsoever is excluded. In particular, PSSIT assumes no liability for data loss, costs related to data recovery, production downtime, loss of use, unrealized savings, loss of orders, loss of profit, and any other indirect or consequential damage. PSSIT is specifically not liable:

- . when the client fails to perform, performs poorly, or does not perform in a timely manner the preparation or collaboration acts necessary for the execution of the PSSIT contract, or when it neglects to establish and maintain the framework conditions allowing the provision of PSSIT services;
- . when obstacles arise outside the direct sphere of responsibility of PSSIT, such as serious operational malfunctions, incorrect or late supplies (e.g., hardware and software products), or state measures; in case of delivery delays not attributable to PSSIT itself.

Confidentiality

The parties mutually undertake to maintain the confidentiality of all facts, concepts, processes, documents, data, and information (hereinafter "confidential information") that come to their knowledge during the preparation and execution of the individual contract. The parties shall use the counterparty's confidential information with the same care and discretion as their own confidential information. The parties shall ensure that such confidential information is not used by themselves, their auxiliaries, or third parties mandated by them in a manner contrary to their purpose or in any other abusive way, nor made available to third parties in any way for undue use. The client shall treat data relating to employees engaged by PSSIT confidentially and in accordance with the provisions of the Data Protection Act. These confidentiality obligations shall also subsist after the end of the contractual relationship between PSSIT and the client, to the extent that a legitimate interest remains. Unless there are written counter-indications, PSSIT reserves the right to cite the client as a reference to other or future clients.

Modifications

During the term of the individual contract, both parties may at any time propose modifications to the agreed services in writing. In the case of a modification request emanating from the client, PSSIT must inform the client within a reasonable period whether the desired modification is possible and what implications it would have on the individual contract, particularly regarding price, quality, and deadlines. If an in-depth investigation is necessary, the resulting costs and expenses for PSSIT shall be borne by the client. A modification of the agreed services is considered binding only when both parties have signed a corresponding additional agreement.

Poaching of employees

The parties undertake not to poach, either for their own account or for the account of third parties, respectively not to have indirectly poached by third parties, the employees of the other party directly involved in the provision of services, as well as other employees not involved. The hiring or acceptance of services from employees of the other party, in any form whatsoever, during the term of the contract and in the year following its execution, requires the mutual written agreement of the parties.

In case of violation, the offending party undertakes to immediately pay a contractual penalty equivalent to the gross annual salary of the poached employee, with a minimum of CHF 50,000. The claim for additional damages, onto which the contractual penalty must however be offset, as well as the right to specific performance, remain reserved.

Data Protection

PSSIT is authorized by the client to use product-specific data such as sales prices and volumes, as well as the client's names and addresses, and to communicate them to its manufacturers/suppliers, if necessary also abroad, within the framework of periodic reports. Furthermore, the client accepts that PSSIT uses the personal data concerning it to examine its creditworthiness and that it communicates this data to the credit institution mandated by it or processes it for the calculation of credit and market risks. The client also authorizes PSSIT to process and evaluate its data to propose other products and services, including from third parties, in which it might be interested, or to send information to its postal or electronic address.

Assignment

Rights and/or obligations resulting from the individual contract may not be assigned by either party except with the written consent of the other party. PSSIT reserves the right to assign or sell to third parties, in Switzerland or abroad, receivables (e.g., factoring) on the client.

Applicable law and jurisdiction

Individual contracts and general terms and conditions are subject exclusively to Swiss law. The settlement of any dispute arising directly or indirectly from contractual relations falls under the jurisdiction of the courts at PSSIT's registered office. However, PSSIT is entitled to bring an action against the client at the client's registered office/domicile.

Sale and delivery of products

Subject matter and scope of application

By "products" is meant machines, devices, parts, and accessories offered and sold by PSSIT, including computer hardware or its components, capacity extensions, and complementary installations, as well as software. PSSIT delivers to the client the products specified in the offer, order confirmation, or individual contract. The type and quantity of products to be delivered are defined in the corresponding individual contract. Unless otherwise agreed in writing, each order is

considered a separate sales contract. Any subsequent modification of an order must be approved by PSSIT. In this case, PSSIT is authorized to charge administrative fees.

Delivery of products

The order confirmation is in principle decisive for the scope and execution of the delivery. In the absence of an order confirmation, PSSIT's offer or an order placed by the client in another form is decisive. The availability of products from the supplier or manufacturer remains reserved. Unless expressly confirmed otherwise in writing, delivery times communicated by PSSIT are for indicative purposes only. PSSIT communicates such times based on its best assessment, but without guarantee. This applies in particular, but not exclusively, in case of delivery delays consecutive to a supply problem at the supplier's end. PSSIT declines all liability in case of delay but strives to find appropriate replacement solutions. The consequences of a delay attributable to the client, in particular additional costs incurred by PSSIT, shall be borne by the client. PSSIT may proceed with modifications to the order confirmation insofar as the products fulfill the same functions. Any other modification or cancellation of an order requires the mutual written agreement of both parties. Costs already incurred shall be borne by the client. Time-limited order options must be exercised within the agreed deadlines. Failing this, PSSIT effects the residual delivery and invoices the goods. PSSIT reserves the right to modify its prices in case of postponement of the delivery deadline resulting from a modification of the order by the client. PSSIT's information regarding the weight of the goods as well as the dimensions and weight of the packaging are only approximate and non-binding. Partial deliveries as well as delivery of small quantities lower or higher than ordered are authorized. The return of goods requires the written agreement of PSSIT. The takeover of products outside PSSIT's standard assortment as well as the takeover of software products are excluded in all cases.

Verification and acceptance of products

If the client requires PSSIT to verify the products, this must be specifically agreed upon and is billed to the client. Subject to other special agreements, the date indicated on the delivery note is considered the date of acceptance and execution. The client is obliged to verify immediately, at the latest within 7 days, the completeness and conformity of the delivery and to report any defects found to PSSIT without delay, in writing and in detail. If it neglects to do so, the delivery is deemed accepted. Technical adaptations made by the manufacturer to the products remain expressly reserved.

Prices and price modifications

Services not included in the sales price, such as freight and transport, insurance, installation, commissioning, user training and support, as well as extraordinary costs for packaging and disposal (see corresponding section), shall be borne by the client. Unless otherwise stipulated, accessories are not included in the price. The price of billed products is fixed at the time of order confirmation or order placement, respectively. PSSIT expressly reserves the right to adapt its prices upon subsequent modifications of calculation bases attributable to circumstances beyond its control, in particular upon price increases by PSSIT's suppliers. Unless otherwise stipulated,

PSSIT is entitled to charge a surcharge for small quantities when the order does not reach a minimum amount of CHF 100 excluding VAT.

Non-payment by the client

In case of non-payment of the client's debt, PSSIT reserves the right to suspend any delivery until the settlement of all due receivables. The consequences resulting from such suspension shall be borne entirely by the client. If the client does not settle its debts within an additional period granted by PSSIT, the latter is entitled to definitively refuse any new delivery and to claim damages. PSSIT is also entitled to act according to the general provisions of the Code of Obligations.

Right of retention

Any right of retention or lien by the client regarding goods belonging to PSSIT is excluded.

Retention of title

PSS IT remains the exclusive owner of the products delivered under the contract until the full settlement of its claims against the client. It is therefore prohibited for the client to alienate or encumber the products until full payment of the price. The client authorizes PSSIT to register any retention of title in the register of retention of title agreements at the competent debt collection office.

Transfer of benefits and risks

Benefits and risks are transferred to the client upon arrival of the products at the place of delivery, regardless of who assumes the transport and the resulting costs.

Industrial property rights and software usage rights

The conditions of use for third-party software products delivered by PSSIT are based on the specific provisions of the license agreement of the software publisher or supplier. The client acknowledges that in case of violation of the provisions relating to the use and software license, the publisher/supplier is entitled to demand the withdrawal of the granted license and the return of the product. The client is liable to the publisher or software supplier for non-observance of the license usage provisions.

Warranty

The warranty provided by PSSIT on delivered products is based primarily on the warranty conditions of the manufacturer or supplier. The client waives – within admitted limits – its legal warranty claims against PSSIT.

Patents and copyrights

If a third party claims or asserts rights against the client due to violation of a patent, copyright, or other industrial property right in relation to the delivered products or their exploitation, the client

shall inform PSSIT in writing and without delay of such violation notices or claims. PSSIT will transmit these notifications without delay to the supplier or manufacturer demanding that they regularize the situation. The client waives any claim regarding warranty of title and liability against PSSIT.

Re-export

Products marketed by PSSIT are subject to Swiss and American export regulations. Before re-exporting products, the client undertakes to request special authorization from SECO (State Secretariat for Economic Affairs). This commitment must be transmitted to the subsequent acquirer in case of resale of the product.

Disposal

PSSIT declares itself willing to take back products at the end of their useful life and to ensure their recycling and disposal in environmentally respectful conditions according to SWICO standards. The erasure of data and programs recorded on data carriers to be disposed of is the responsibility of the client.

Services

Subject matter

The provisions relating to services govern the provision, upon client mandate, of services such as consulting, project management, configuration and installation of hardware and software, maintenance and support, instruction, training, and other similar services.

PSSIT Services

PSSIT fulfills its contractual obligations professionally and with care, as defined in the offer, the individual contract, or in agreements concluded in writing. Regarding maintenance and support, as well as system development and integration, PSSIT freely chooses the employee who provides the services but strives to take into consideration the client's particular wishes. SPOCIT is a service offer delivered by PSSIT. This offer groups together a number of IT services described in its commercial brochure. Only the individual contract signed by both parties is binding. In case of inadequacies with needs and/or the market, addendums may be brought by PSSIT.

Maintenance and support services

SPOCIT may include maintenance and support services (including warranty services) encompassing the diagnosis and repair of client hardware and/or software failures. Repairs are carried out either on-site at the client's premises or in PSSIT's repair centers. All repairs are carried out in compliance with manufacturer standards. The individual contract defines the scope and conditions (response time, spare parts, replacement devices, hourly rate, etc.) of the maintenance and support services provided by PSSIT. The list of hardware and software components installed at the client's site (inventory) and covered by the maintenance and support

contract is an integral part of the individual contract. The inventory may be adapted at any time by written notification. Changes of location, as well as significant changes made to the hardware and software configuration, must be announced spontaneously and without delay by the client to PSSIT. Modifications made to the inventory entail a re-examination and, if necessary, an adaptation of the individual contract. The client communicates in writing to PSSIT the information necessary for the provision of maintenance and support services such as device type, serial number, purchase date for determination of warranty conditions, applicable manufacturer warranty conditions, description of the failure, device location, contact person with telephone number, billing address, desired response time, etc. In cases where PSSIT delivers services related to third parties, PSSIT cannot be held liable for the service failure of those third parties (example: subletting of a clean room).

System Integration

In the case of system integration services, the subject of the contract consists of the IT system defined in the individual contract "SPOCIT PROJECT", supplemented by detailed specifications to be established after signature, which PSSIT handles at the client's site, against payment. PSSIT designs and integrates the system at the client's site according to the provisions of the individual contract and ensures, if agreed upon, that the client's employees are trained to the point of being able to use the IT system in accordance with prescriptions. By "IT system" is meant a defined quantity of hardware and software components intended to be assembled into a global system to fulfill a specified function. The "detailed specifications" define the scope of services and the functionality of the IT system to be set up. The "software components" are either standard software available on the market (e.g., operating systems, applications, etc.) or software components developed by PSSIT.

PSSIT Hours

As a general rule, PSSIT services are provided on working days, Monday to Friday from 08:00 to 12:00 and from 13:30 to 18:00. Services provided outside these hours, as well as during weekends and official and local public holidays in force at PSSIT's location, must be authorized by PSSIT and are billed with a surcharge. During the provision of services, travel time from the nearest PSSIT branch to the intervention site is, unless otherwise agreed, considered as working time subject to remuneration. The recording of failures and support requests (tickets) is carried out by PSSIT or by the client at the email address support@pss.ch, during working days, Monday to Friday from 08:00 to 12:00 and from 13:30 to 18:00. Outside these hours, failures are reported via a call center defined in the individual contract. As far as possible, ticket creation is done through the address support@pss.ch.

Deadlines

Only deadlines confirmed in writing are binding. Such deadlines are extended when unwanted obstacles arise for PSSIT. PSSIT assumes responsibility for delays only if they were caused by itself and if they result from established gross negligence. Unforeseeable events and force majeure release PSSIT from the continued execution of the contract for the duration of the

interruption and to the extent of their repercussions (e.g., car accident, traffic jam). Unless otherwise agreed, PSSIT reserves the right to bill the client for additional costs and charges caused by the postponement and/or interruption of a project. Project postponements for which PSSIT alone is responsible are excluded.

Prices, price modifications, and payment conditions

For unique services or services provided for a determined period not exceeding 6 months, the prices mentioned in the individual contract are generally fixed. For services provided over a duration longer than 6 months or for an indefinite duration, PSSIT is authorized to adapt its prices at any time subject to a 2-month notice period. In case of a price increase, the client is entitled to notify PSSIT within 20 days following the communication of its intention to terminate the contract for the date on which the price adaptation is scheduled. Unless otherwise agreed, services provided by PSSIT are billed on a time-and-material basis and periodically (as a general rule bi-monthly). If a lump-sum remuneration is agreed, it covers the costs related to the provision by PSSIT of the services foreseen in the offer or agreed in writing, and payment of the lump-sum remuneration is due, unless otherwise provided, after the signing of the contract. Expenses related to the mandate, in particular travel costs, are billed at the rate of 70 cents per kilometer. In case of accommodation costs, these are borne by the client and are billed at CHF 195 excluding VAT per person per night.

Acceptance and notice of defects

Services are in principle deemed provided and delivered by the transfer of the work result to the client. The establishment of installation documentation may be realized but is billed additionally. The client is obliged to take delivery of all PSSIT services immediately after they are made available and to verify if they present defects. Upon discovery, all defects must be reported in writing by the client.

Warranty

PSSIT guarantees that services provided for the attainment of a determined result correspond to the specifications agreed in individual contracts and that they do not present defects which remove the utility foreseen in the contract or diminish it in a notable measure. However, PSSIT cannot guarantee that the IT system will function without interruption and without defects. PSSIT specifically cannot guarantee uninterrupted and defect-free use of software in all configurations chosen by the client. The client is in particular solely responsible for the choice and use of products and services provided by PSSIT, as well as the results it achieves or fails to achieve thereby. PSSIT is specifically released from any warranty obligation when the defects invoked by the client do not relate exclusively, and in an established manner, to the responsibility of PSSIT, such as:

- . causes for which third parties are responsible (handling errors and/or interventions by the client and/or third parties);
- . modification of the conditions foreseen for implementation and operation (in relation to hardware and software products);

. or yet fortuitous cause and/or force majeure.

If all warranty conditions are not met, PSS IT is entitled to bill its services to the client.

Rights on work results

PSSIT confers upon the client the non-exclusive right to use, within the framework of its operations and in accordance with what has been agreed in the contract, the services provided by PSSIT and the work results produced for the client. The client does not have the right to transmit to third parties for commercial purposes the work results realized by PSSIT nor any eventual subsequent developments undertaken by the client itself, or to transmit to third parties a right of use. Regarding services intended to be provided only on or for a limited duration under the relevant individual contract, the right of use conferred to the client is limited to the duration of said individual contract. All rights to any eventual inventions, as well as all copyrights and any other protection rights on products, processes, methods, ideas, know-how, concepts, documentation, etc., that PSSIT uses, develops, improves, or employs in another manner within the framework of the execution of its services for the client, belong exclusively to PSSIT and may be used freely by PSSIT, for itself and for other clients.
